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Letter to the Proprietors  
of East India Stock.

By  
John Johnstone

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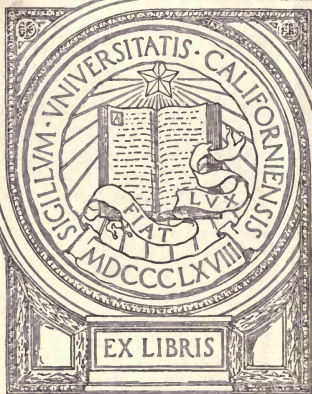
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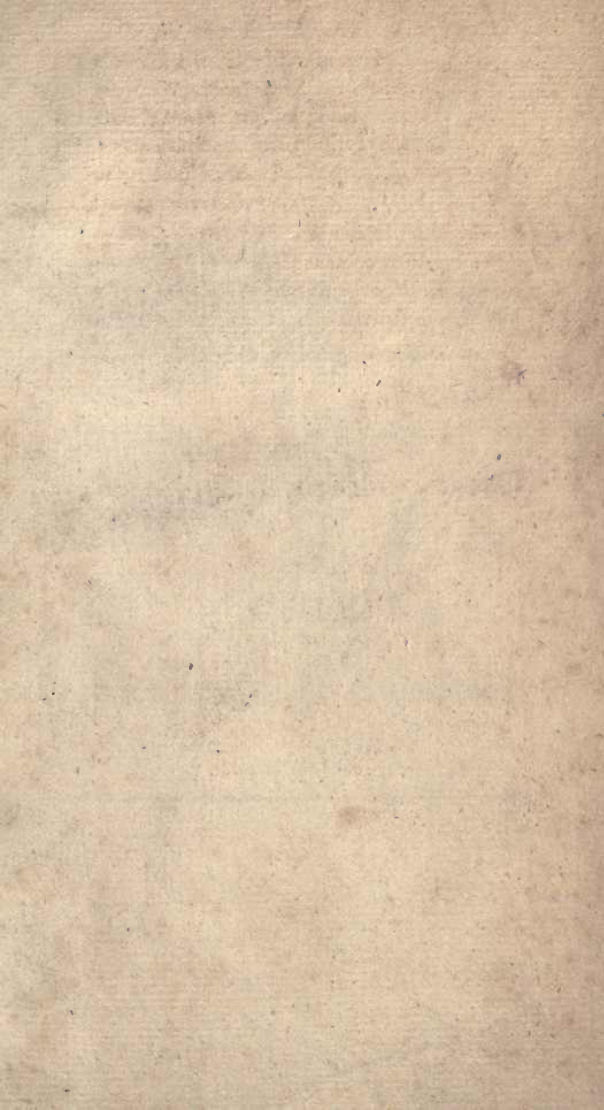


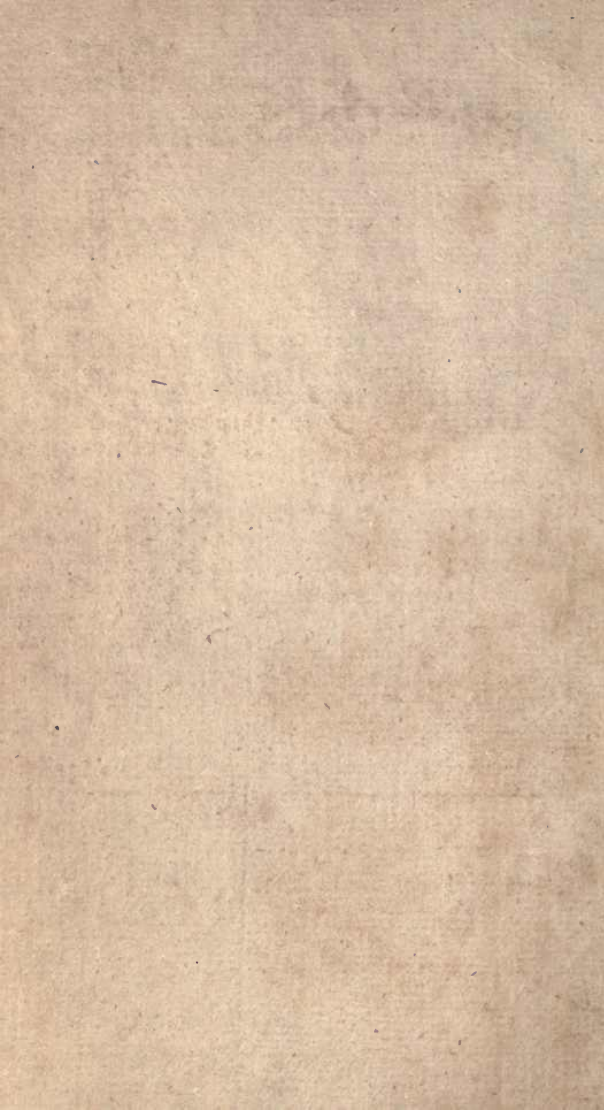














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TO THE

Proprietors of *East-India* Stock.

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TO THE

Proprietors of East-India Stock

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P r i n t e d i n t h e Y E A R M D C C L X V I .

LETTER  
TO THE  
PROPRIETORS  
OF  
EAST-INDIA STOCK,  
FROM  
JOHN JOHNSTONE, Esq;  
One of the Council in Scotland, Bengal.

LONDON:

Printed by J. B. H. [illegible]



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# LETTER

TO THE

Proprietors of *East-India* Stock.

GENTLEMEN,

**I** MAKE this address to you not with a view to serve the purposes of any party or faction, for I declare I have no connection with any, but merely to set you right in several facts, which I find have been industriously propagated to my prejudice, by which my character may have been hurt in the minds of some, and my property is in danger of being deeply affected.

I have had the honour to serve the company in their settlement at Bengal for fifteen years, during which I have experienced several reverses of fortune in common with others. I lost a great part of my property three several times. 1st, When Calcutta was taken and plundered in 1756. 2dly, By the accidents which attended the dispute and action with the Dutch in 1759, and lastly, by the rupture and war with Cossim Ali Cawn in 1763; and notwithstanding the restitution stipulated after the first as well as the last of these events, yet by the

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tedious payment of the first, and the stop now said to be put to the payment of a great part of the other, the restitution fell greatly short of the real loss.

In the course of this long service I have been employed in various departments. After the sack of Calcutta, I engaged with a few others as a volunteer under Major Kilpatrick, who collected a small force before the arrival of Lieutenant-colonel Clive, and endeavoured to support and retrieve the company's affairs. I afterwards accepted a commission under that officer in the artillery, and joined with him the reinforcement which came from Madraſs, under Admiral Watson and Lieutenant-colonel Clive. I served the whole of that campaign till the company's affairs were re-established by the battle of Plasſy, and was present when the treasures of the Nabob were distributed with a liberal hand. I received no share of that bounty, except my small proportion as an officer, and what was allowed for the restitution of losses, which was paid very slowly, and not completely paid for near three years after.

I was sent after that victory with the command of the artillery upon a detachment which went beyond Patna in pursuit of Mr. Law, who had advanced to join himself to Sujah Doula with a body of French. Major Coote, who was particularly chosen for this enterprize, obliged Mr. Law to retire to Sujah Doula's dominions, from whence he continued to alarm the new Nabob and the company for four years. This party returning from the pursuit of Mr. Law, I arrived at Calcutta in September 1757.

An expedition having been projected to the Dekan under Colonel Ford, with a view to cause a  
diversion

diversion of the French force then preparing to besiege Madras, I was sent before with the commission of Chief of the Company's settlements in that province, to encourage and support the Rajah of Vizinagram in his revolt against the French, and to prepare every thing for landing the troops, and supplying and equipping the army with provisions, carriages, and every thing necessary, before it could begin its march against the enemy. Here I was upon the point of being left to fall into the enemy's hands; for the Council at Bengal, after I was set out, began to think of countermanding that expedition. Lieutenant Colonel Clive, then Governor, interposed, and the troops were ordered to embark for that enterprize, which, tho' extremely ill supplied with money, or furnished with stores, ended in our taking Mazulipatam, and prevented the French from maintaining the siege of Madras, and at the same time destroyed intirely an army of 1200 French and 7000 seapoys, who were killed, dispersed, or taken prisoners.

During this expedition, which lasted for two campaigns, I was present, and wounded at the decisive battle fought with the French at Pidda-poor, and was sent alone to negotiate with Sulla-butjung at a most critical time, when the fate of the enterprize depended on our endeavours to disunite that prince from the French party, and to keep him from coming down in conjunction with them upon our army, then employed in the siege of Mazulipatam, from which place his army, amounting to thirty thousand men, joined to that of the French, lay distant only two days march. In this negotiation I succeeded, and settled a treaty with that Subah, which yielded to the company the provinces of Mazulipatam and Nezampatam, and their dependencies, worth 55,000 l. yearly,

and ended in the expulsion of the French out of that Prince's dominions, and from every part on the north side of the river Kistna, from whence they had received large supplies, and a revenue of forty-two lacks of rupees yearly, above five-hundred thousand pounds sterling.

I returned afterwards to serve the company in the civil branch, and was stationed in council at their factory of Dacca.

At the time of the revolution which happened in 1760, when Meer Jaffier was deposed, and Cassim Ali Cawn placed on the Musnud in his stead, I was at that factory, and was not accessory to that measure, which was afterwards so much disapproved, although the company obtained by that means a grant of territories, which have yielded them a revenue of near 600,000 l. per annum; I mean the three districts of Burdwan, Midnapoor, and Chittigong.

After Cassim Ali Cawn was established in the government, I was recalled from Dacca on purpose to be sent as Chief to take possession of Midnapoor, a frontier country, which was at this time over-run with the Morratoes, and most of the Zimindars were also in arms, and refused to pay the revenues. The force allowed for this service was two hundred raw seapoys, two serjeants, and one officer, with whom I was shut up in a ruinous house without any fortifications whatever, without almost any provisions or ammunition, and surrounded with an army of Morratoes, amounting to four or five thousand horse and foot. We here sustained the repeated efforts of this army for sixteen days, reduced to four ounces of dry rice a day, and at last obliged them to retire. Being reinforced with one hundred seapoys, forty-five Europeans, and one gun, we expelled them the province, and soon after drove them from all their



own districts to the north of the Piply river, the revenues of which were collected for the company, till restored to the Morattoes by a treaty of peace concluded in September 1761. The Zimmindars were also reduced, and the revenues in a great part recovered from them. The collections, in place of being begun in September 1760, could not be undertaken on account of the enemy till March 1761, before which time the Zimmindars had received and spent great part of the rents, and we were also obliged to attend to them in a moving camp till the month of August 1761; notwithstanding which the balance of revenue, which remained uncollected that year, was very inconsiderable, and was all recovered the year after. Such an estimate of the rents of that province was made during my residence as Chief there, as I believe has not since been altered or increased.

I take the liberty to annex the letter which was wrote to me by the Board on that occasion, and the paragraph which they were pleased to insert respecting me in their general letter to the court of Directors. It gave me great pleasure that my conduct was approved of by them; and I hope it will not seem improper to lay these and other testimonies before you at this time, when my conduct I am told has been publicly represented as deserving censure.

I was afterwards appointed by the Board, assisted only with a writer, to take the direction of their affairs at Burdwan. This province was in fact the chief source of the revenue which arose to the company by the treaty with Cossim Ali Cawn; for the province of Midnapoor yields only about six lacks, or 75,000 l. sterling, and Chittigong about the same sum.

In

In the collection of the revenues of this province, which is of great extent, and contains near 8000 villages and near two millions of inhabitants, I exerted myself in a manner which the Company I trust had reason to approve. The Board at Calcutta repeatedly honoured me with assurances of their approbation: and in their letters to the Court of Directors made mention of my conduct during the whole of the period I resided there in terms which I hope will not now be forgot. The revenues had been collected for one year before I was sent by an able servant of the Company. I continued in the management for almost two years alone, and then two of the Company's servants were in January 1764 sent as a council to assist me in the management of affairs of such vast extent and importance. During these two years my collections exceeded by a large sum what had been collected at any time before, either by the country powers or by the gentleman who preceded me in that department. And I believe the revenues fell short the year after my management ceased; which, by an opinion I gave in to the Council in writing, I early foretold would be the case, from a change in the manner of conducting the collections.

The second year of my collection the war broke out with Cossim Ali Cawn. When the army under Major Adams marched, there was not a rupee in the company's treasury, to pay what was due to the troops. The whole dependence for supplies of money rested upon the collections from the province of Burdwan; from which however nothing could be raised, without keeping that district undisturbed and protected from the attempts of the enemy, whose first views were directed to attack it.—After reinforcing Major Adams with all the officers  
and

and 570 picked men of the seapoys stationed at Burdwan, there remained only a serjeant and 300 sick, lame, and ill-disciplined seapoys under my direction. Considering the importance of the service, the great extent of country to guard, the readiness of the inhabitants to refuse payment on all occasions of public commotions, the neighbourhood of the Nabob's army under Mahomed Tucky Cawn, and the number of the Rajah's dismissed troops, then actually in the town of Burdwan, amounting to near 3000, ripe for mischief, as the arrears of their pay could not be discharged, considering these circumstances, this force in so critical a situation must appear to have been very unequal to the purposes expected. The Rajah's dismissed troops had refused to join the Nabob's standard, or to quit the town of Burdwan; and their ill intentions appeared in so many instances, that Major Carnac thought it unsafe to march his detachment of 100 Europeans, 4 guns, and 700 seapoys, thro' that town, where the Rajah's dismissed troops then were, till he had ordered his men to load and fix their bayonets, expecting to have been attacked. And even the small detachment that was left me was diminished afterwards, by furnishing escorts and parties, so as often not to leave 100 men for the protection of the settlement.

It would have been easy to have extricated myself from this situation, by applying the money of the collections to clear off the demands of these mutinous people, for which too I had the sanction of the Board. But while the treasure was so much wanted for the support of the company's forces, I hazarded the worst that could happen to myself, rather than risque, by the want of money, the important operations of the principal army.

The

The supplies which the army and the several detachments received by my means to enable them to move, both in regard to money, draught, and carriage, bullocks, provisions, and escorts, is well known. Every officer employed in that service will bear me testimony. It is well known that when the people of the town of Burdwan, and all around it, removed their effects, at the time Camgar Cawn's army entered the province, in the month of August that year, and was within one day's march of the capital; yet neither then, nor during the whole time I acted as chief there, was the public business or collections one day suspended, or the officers of the cutchery allowed to quit their duty.—And even when by fatigue and attention my health was hurt, I attended to the public business, though unable to rise from my bed. The effect was, that under all the disadvantages of war and a bad season, the gross collections that year fell short of what I had collected the year before no more than a lack and a half. And it still greatly exceeded what had been collected before me, or has been since.—Major Adams, and the separate commands under Major Carnac and Captain Maclean, were fully and timely supplied, as well as Calcutta and the company's factories.

During the time I presided at Burdwan, I undertook to make an exact discovery, for the Company's benefit, of the quantity of land in that province which had been cut off from the revenue, under the name of Bazee Zemeen, and was possessed by priests, superintendants of the revenue, and favourites, under the title of Charity-lands. This work, from its very nature, drew upon me the resentment and ill will of every man who was likely to be affected by it; amounting to many thousands. Notwithstanding



withstanding the great opposition, and the infinite labour attending this enquiry, it was at last completed, and a clear state of these lands laid before the board; by which it appeared, that not less than 568,736 Bigas (equal to 412,491 acres) whose yearly value is computed at 862,524 Setca rupees, or 116,727 l. appeared to have been separated from the revenue of the province. It was an object of great consequence to examine into the validity of the grants of so large a territory, amounting to near a fifth part of the whole lands of the country, in order to bring the farms to their former value, by re-annexing to each farm the lands which had been illegally given away by the farmers, without regular sunnuds from the cutchery, or the rent of the alienated part deducted in the public books. If this enquiry shall be prosecuted in the manner it was proposed, I will venture to say, that lands to a very considerable value may be re-annexed, and the farms enabled to pay their full rents. This enquiry employed from sixty to seventy writers every day for near eight months.

Whilst I was employed in the management of this extensive province, an order came out to India from the Court of Directors, in July 1764, by which myself and many other gentlemen were dismissed from the Company's service, on account of our having differed in opinion from the then president, with respect to the conduct to be pursued in regard to the growing power, and dangerous designs and preparations of Cossim Ali Cawn. This dismissal was attended with very great loss to my private affairs, as my property was dispersed in different parts of the country.

An order afterwards arrived, by which I was restored to my place in the service, and was again

sent to preside at Burdwan; to which place I returned the end of December 1764. I will not enter into any discussion of what passed in England when Lord Clive, in the beginning of the year 1764, was appointed to go out to India, and amongst others I was again reinstated. A misunderstanding arose between Lord Clive and my friends, into the merits of which I do not mean to enter; only it is necessary to take notice, for explaining what follows, that my friends have said that Lord Clive owed his success in the contest with Mr. Sullivan, in some measure at least, to the aid which they gave him; and that after that success was secured to him, he did not enter with the zeal they expected into the justice due to me and the other gentlemen who had been dismissed; although Mr. Sullivan's conduct in these dismissions was one of the points which formed the opposition against him.—No man who knows the facts will, I believe, affirm, that if my friends had not engaged in that opposition, the management of the affairs of the India Company would now have been in the hands of the present set of Directors, or that Lord Clive would at present have been in possession of his princely Jaghire, or his present power in India and in the Company at home. And the claim my friends had to have immediate justice done to me, after the success of the contest, was strengthened in the strongest manner by this, that almost as soon as the opposition began, they had an offer for immediately restoring me to my place in the service.

On the other hand Lord Clive, I am told, affirmed, that he was always hearty and zealous to get the injuries done me redressed; that my friends were too hasty, and did him wrong in supposing that he meant to act ungratefully, or contrary to the principles

principles on which the opposition to Mr. Sullivan was originally founded : and, although he positively refused, when urged by my friends, to make my reinstatement one of the many and minute conditions of his agreeing to go out to India, yet that he always intended to use his utmost influence with the Directors to bring that measure about. The matter was however delayed from time to time. My friends, after repeated promises and repeated disappointments, became at last convinced that it proceeded from design, and that his Lordship, apprehensive perhaps of future controul, had become jealous of the influence they were thought to have had in the contest, and in that situation had come to think, that the obligations he owed to them were too great to be repaid, any otherwise than by cancelling them.

There was no longer room for hesitation, and a breach with Lord Clive was the consequence. I was at last reinstated upon a motion made by one of Mr. Sullivan's friends : and Lord Clive, I am told, declared to different gentlemen, That he would prove to all the world, by his conduct towards me in India, the great injustice my friends had done him by their suspicions of his sincerity.——But these declarations were made before the ballot for his Jaghire. Every one of my friends voted afterwards on the ballot in favour of his Lordship for that magnificent present, from an opinion that his right was good. They did not allow resentment to interfere in what they thought was a matter of right. At this time the able pamphlet, in answer to Lord Clive's letter, from the lateness of its publication, had not been read, neither was it then known that there was a nullity in the grant, as the translation of that part of

the original paper which shewed the nullity was omitted to be laid before the proprietors at the same time with the rest.

The contest with respect to Lord Clive's Jaghire gave occasion to a proposition in one of the general courts, That the Company's servants in India, both civil and military, should enter into covenants not to accept of any presents from the Indian princes or powers, as had been formerly the avowed and unrestrained practice; but should account to the Company for whatever they received. This proposition was at first supposed to be meant as a restriction upon Lord Clive himself, and those who were to attend him to India; though the very respectable gentleman who made the motion had no such view, but meant a general restriction. However, when the covenants came to be prepared, it appeared that they could prove of no prejudice to his Lordship, or to his friends, while supported by the Direction at home: for the covenants, as prepared by the Directors, amongst whom his Lordship had then a majority, only restrained from such presents as should not be approved by the Court of Directors.

The covenants were at last sent out to India, and arrived there, as I am informed, in the month of January 1765.—At this time I was not a constituent member of the Council at Calcutta: but remained at Burdwan, in the management of the Company's affairs there.

In the month of February following, the Nabob Meer Jaffier died, after a few days indisposition. The Council judged it necessary to consider immediately of the steps proper to be taken upon such an event; and were pleased to summon me down from Burdwan to Calcutta, to assist in these deliberations.



tions. I accordingly set out, and arrived at Calcutta on the 10th of February 1765.

The first matter which came under the consideration of the Board was, with respect to the proper person to be supported in the succession to the government.—There appeared to be only two competitors, viz. Najiem il Doula, Meer Jasseir's eldest surviving son, then about eighteen years old, and a grandson by Miran his eldest son, deceased, a child of seven.

In favour of the one stood the right of succession, according to the rules established in European countries, but his infancy was a strong objection against him. In favour of the other, stood the custom among the Mussulmen, which permits the father to leave the succession to his own son, in preference to his grandson in the elder branch; accordingly, in this case, Najiem il Doula had the Nabob's nomination upon his death-bed, and he had also been pointed out by him as his successor several months before, and invested with the title of Chuta Nabob, which is only given to the intended successor to the nabobship. The council therefore determined to support him in the succession intended him by his father.

The next consideration was in what terms the treaty, which had been made with the former Nabob, should be renewed with his successor. Great inconveniences had arisen from the administration of Nuncommar, who was the duan, royroyan, and sole or prime minister of the deceased Nabob, and had the entire ascendancy and management of this young prince, as he lately had of his father. It was therefore resolved, that a different person should be appointed to instruct the youth, and assist the inexperience of the new Nabob.

The



The climate, and manners, and government of this country, are not indeed favourable to the production of men of unshaken principles ; but as it was necessary to make a choice, the general voice of the council fell upon Mahomed Reza Cawn, as the least exceptionable person, to have the direction of affairs under the Nabob. He had been known to some members of the council at Dacca, though not to myself, had behaved in a proper manner to the English when he acted as Nabob of that district under Jafer Ali Khan, who had given him that office in consequence of his having joined his party, after our army had got possession of Muxadavad in July 1763, upon our first successes against Cossim Alli Cawn ; and he was thought to have capacity equal to the office to which he was destined.

The former Nabob had stipulated by his last treaty to keep up, if I rightly recollect, 12,000 horse and 12,000 foot, but he did not fulfil this engagement, and the Company were, on that account, obliged to increase their military establishment. The Nabob's forces were indeed a useless burthen to him ; they had never answered any purpose upon real service ; and in September 1764, he had disbanded most of them ; it was therefore judged proper by the council, that the new Nabob, in place of engaging to keep up a body of forces himself, should establish a proper allowance to the Company to enable them to keep up a sufficient force for their own defence and his ; and the council resolved, that by the treaty, five lacks of Sicca rupees monthly, out of the Nabob's treasury, should be stipulated for this purpose, amounting to about 812,000 l. yearly, and that the Nabob, in consideration of this allowance, should be freed from the expence of retaining any, but such as he thought proper for parade, and to assist the col-

collectors of his revenues in the several districts of his dominions.

Great abuses, and immense arrears of the revenue, had been found to arise from the improper choice which had been made by Nuncomar, of the principal officers employed in superintending and collecting the revenues; for during the two years of his administration, twenty millions of rupees, or 2,706,666l. sterling, were uncollected or unaccounted for; and as the proper management of this branch now interested the company as well as the Nabob, and indeed concerned the whole kingdom, for this reason it was resolved by the council, that it should be stipulated, by an article of the treaty, that the principal superintendants should be appointed by the Nabob, but with the advice and consent of the governor and council, leaving the inferior collectors to be appointed by the Nabob, as heretofore; but reserving to the council the privilege of representing against any of those named, if guilty of misconduct, and that the Nabob should pay proper regard to such representation:

That the Nabob should retain no Europeans in his service, and should dismiss those that were:

That he should confirm the grants of the three provinces of Burdwan, Chittegong, and Mednapoor:

That he should pay to the merchants what still remained due for the restitution of their losses:

That he should concur in measures for regulating the mint, so as to prevent the yearly loss of every man's property, by the value of the rupees falling one, two, or three per cent. on the issuing out the new Sicca rupees of the year:

That he should confirm the right of the company to a free trade in all articles and in all places, by virtue of the company's duffick or permit; and to settle

settle regulations to prevent disputes between our gomastahs and agents, and the people of the country government in the inland trade :

And finally, It was recommended to the deputies, to take this opportunity of obtaining a promise from the Nabob to make over to the Company the reversion of Lord Clive's Jaghire. •

Such were the terms of the new treaty, which the council at Calcutta judged it proper to make with the successor of Meer Jaffier; a treaty more advantageous for the Company than any which had ever before been made, and at the same Time preserving that moderation, which had been so frequently and strongly inculcated by the Directors, in their instructions sent out to Bengal, and in a particular manner in their last letter, then received, dated the first of June 1764, a copy of which is annexed. By this treaty the Nabob was evidently deprived of the army, of the nomination of his minister, and of the principal officers of the kingdom.

There remained with him, after the several allowances to be stipulated in favour of the company, a revenue estimated at about 20,000,000 rupees, or about two and a half millions sterling, which by this treaty it was in the power of the Company at any time afterwards to deprive him of, or to share it with him in what proportions they thought proper, if at any future period this should be thought a *wise*, a *just*, or an *expedient* measure: for the present treaty evidently put this power into the Company's hands, without at the same time carrying matters to violent extremes. This is all that Lord Clive has lately done, and it could have been effected by any person, at any time, upon a simple order from the court of Directors.

After

After settling the terms of the treaty, the council resolved to make choice of a deputation to wait upon the Nabob at Muxadavad, and to obtain his consent to the several articles; the choice fell upon me for one, and upon Mr. Leycester for the other deputy; to us were joined Mr. Senior, the company's chief at Casimbuzar, and Mr. Middleton, resident at the Nabob's court, with equal powers to carry these instructions into execution, but to refer every other point and regulation to be determined by the council at Calcutta. As eldest member, I became of course the head of this deputation.

The deputies arrived at Muxadavad on the 25th of February 1765. They obtained with some difficulty the Nabob's consent to the treaty, but met with the greatest obstruction in carrying into execution that part of it which related to the removing Nuncommar, the minister of his father, and the placing Mahamud Reza Cawn in his stead, and also in settling the plan for collecting the revenues, and dividing that department, then intirely under Nuncommar's management, among proper persons, with more limited powers. The Nabob, during the course of these negotiations, expressed the greatest uneasiness, and sent repeated complaints to the board against the deputies for carrying into execution these terms which were so much for the Company's advantage; however, in every instance the board approved of the conduct of the deputies, when explained by their answers. Copies of the correspondence which passed upon that occasion between the Nabob, the deputies, and the board, are in my possession; and from these it will appear that no one point which had been resolved on by the board, before the deputation set out, was given up by the deputies; and that the steady adherence to their duty gave great discontent to the

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Nabob.



Nabob. I must here observe, that while the council at Calcutta had the new treaty under their deliberation, and before the deputation was appointed, offers were made by Juggat Chund, the Nabob's envoy, and son-in-law to Nuncommar, to Mr. Spencer, the governor, of large sums, which Mr. Spencer rejected and mentioned publicly. Messages were also sent by Juggat Chund to other members of the council, particularly to Mr. Leicester, and by Nubkinson Munshy to myself, desiring a private interview, which was refused, and publicly mentioned. Mr. Middleton, who was at this time resident at the Nabob's court, had also an offer of a large sum before the deputation was sent. During the course of the deputation, the board gave orders to the deputies to send Nuncommar down to Calcutta, to stand his trial upon an accusation against him. Upon this, an offer was made to Mr. Spencer, upon the part of Nuncommar, of eleven lacks, about 140,000*l.* sterling, which he also rejected and made known\*. About the same time a message was sent from the Nabob to Mr. Leicester, then acting as one of the deputies, acquainting him, that if he would be friendly to the Nabob, he should be satisfied for his friendship.

\* When Lord Clive arrived at Calcutta, Nuncommar was in confinement, and the witnesses to prove his treachery, who had been brought from a great distance, being ready, it was expected the trial would go on; but his lordship became convinced that it was proper to relieve him from this situation. His confinement, which was without guards, was taken off, and all the witnesses sent back, and he and his son-in-law soon found favour, and the latter was permitted to visit the gentlemen of the select committee. Nuncommar was supposed to be worth upwards of 300,000*l.* sterling, mostly acquired during the two years he had the management of the whole revenues.



The same message was sent to Mr. Senior, and the Nabob himself spoke to Mr. Middleton in a stile which had the same tendency. These gentlemen rejected the offers, and publickly mentioned them to the other deputies. The manner in which I had treated the message sent to me at Calcutta, by refusing even to see the messenger, prevented, as to me, any new attempt.

About the 8th of March, after the treaty had been concluded and exchanged with the Nabob, and he acknowledged and seated as Subah on the musnud, and after the person recommended by the board for his Naib, had been dignified and confirmed by him in that office, while Nuncommar still continued to possess the Nabob's entire confidence, and was in every respect adverse to the deputies, a message was brought to the deputies by Mahamud Reza Cawn, to inform them of the Nabob's intention to make them presents, agreeable to the usual practice on the like occasions, when any important business is transacted, and to desire their acceptance of them, as a mark of his goodwill and satisfaction. Mahumud Reza Cawn produced a note in Persian, under the Nabob's hand and seal, signifying the amount of the sums intended for each of the deputies; for myself 137,500 rupees, which at 2 s. 6 d. per rupee, amounts to 17,187 l. 10 s. for each of the other deputies 112,500 rupees, or 14,062 l. 10 s. He was directed to return our acknowledgements to the Nabob, to carry back the paper, and to acquaint him, that if such a favour was intended us, we could agree to receive it only from his own hands.

About the 16th of March, when we happened to be at the place of audience on publick business, the Nabob produced this note, and desired our ac-

ceptance of it, with many protestations of his sincerity and friendly intentions.

We told the Nabob that we wanted no favour from him, but what came willingly and sincerely from his heart; that he had very lately, on the 28th of February, wrote a complaint against us to the governor, which he was afterwards himself convinced was groundless; and though he had made a private apology for this through Mr. Middleton, yet we would not accept of his present, unless he would signify his entire satisfaction with our conduct by a publick letter to the governor. This he readily promised to do, and accordingly dispatched a letter to the governor that night. Having on these conditions; after repeated expressions of his regard and confidence, agreed to accept the mark offered us of his favour, we desired that as the paper could be of no use to us, it might be given to Mahamud Reza Cawn, with orders for him to pay it; and it was accordingly delivered.

A few days after the Nabob had thus given orders for payment of the presents, we were informed by the board, about the 20th of March, of the information already mentioned laid before them by Mr. George Vansittart, of a treacherous correspondence with Suja Doula, which had been carried on by Nuncommar, and we were acquainted that the board had resolved he should not be further trusted in publick business till he had cleared himself of this charge by a fair trial: at the same time a letter was sent by them to the Nabob, urging him in the strongest terms to send Nuncommar down to Calcutta to answer to these accusations. No service could possibly be required of the deputies more disagreeable to the Nabob, or which gave them a less prospect of ever receiving payment of the presents.

The

The Nabob resisted in the strongest manner the request of the board; he refused to send Nuncommar down, and said, If he did go, he himself would attend him to Calcutta, and be present at the trial. He complained to the board in a publick letter of the conduct of the deputies, and discovered every symptom of uneasiness and dissatisfaction. It will appear by the correspondence with how much steadiness and propriety of conduct the deputies fulfilled the instructions of the board upon this occasion. They at last prevailed: Nuncommar was, on the 28th March, sent down to Calcutta, in consequence of a second order from the board addressed to the Nabob, who then laid aside his intention of attending him thither.

While this was in dependence, Mahamud Reza Cawn discovered great anxiety to have Nuncommar sent down; he offered to me three lacks if I would effect this, and engage to use my influence that Nuncommar should never return from Calcutta. I treated this proposal as it deserved, and rejected it with indignation.

The deputies continued their inquiries regarding the revenues, and laid a state of them before the board; and in consequence of instructions received, they settled with the Nabob the persons who were to superintend the collections at Muxadabad. All these measures, however disagreeable to the Nabob, were taken by the deputies, while the presents were still unpaid, and might have been without difficulty recalled or stopped.

Soon after Nuncommar had been sent to Calcutta, the Nabob appeared to have laid aside his resentment against the deputies. About the 1st of April he made a present to my brother of 50,000 rupees, when he went to take his leave to go and join the army at Patna; and some days after, in presence of Mr. Senior,

Senior, Mr. Middleton, and several of his own people, in the place of audience, he urged me, in the most pressing manner, to accept an offer he had formerly made me, of another lack, besides my share of the general present, in consideration of the many services, he said, I had rendered to his deceased father; to which, after consulting Mr. Senior and Mr. Middleton, I then agreed.

Ten days after, when the public business was nearly finished, and the deputies were about to return to Calcutta, Mahamud Reza Cawn was asked for payment of the money, agreeable to the Nabob's order; but he judged it prudent for his own justification to refer to the Nabob for his further pleasure. The Nabob confirmed his former note by a fresh order under his hand, dated about a month after his first note; and soon after he sent a present to the gentlemen of the council at Calcutta, consisting of notes and bills of exchange inclosed in letters under his hand and seal.

The payment of the present to the deputies began to be made about the 19th of April, and, by several payments, was compleated about the 30th of that month. The first certain accounts that Lord Clive was actually on his way to India, were received the 16th of April at Calcutta, and he was then hourly expected, as the ship Prince of Wales, which brought the intelligence, had parted from him in latitude 1° North. This was known in two days at the Nabob's court; and the Nabob had entertained the strongest hopes by letters from Major Carnac and others, that so soon as Lord Clive should arrive, the treaty which the council had made would be overturned, and he put in the same situation, and vested with the same power as his father had enjoyed. Notwithstanding this, not  
the



the least attempt was made by the Nabob to put a stop to the payment of the presents ; and even as late as the 26th. of April, the Nabob wrote a particular invitation to the deputies to be present at the ceremony of the Punia, or new year, and bestowed upon them horses, dresses, and jewels, agreeable to the custom on such occasions.

This is the only present about which it seems necessary to enter into any explanation. Another present was made to the deputies by Mahamud Reza Cawn from himself, my share of which amounted to a lack ; but as that was never, properly speaking, received, and the bills for it returned, it seems intirely out of the question. There was also a smaller present made by the Seats, the great bankers of India, my share of which amounted to 10,000 rupees, and my brother, received an equal sum. This was an affair of so little consequence, that I should not have thought of entering into any discussion about it. However, as I am informed great pains have been taken to exaggerate and misrepresent the circumstances attending these two presents, I must beg the indulgence of the proprietors, while I give an account of the real state of the facts.

About the 8th of March, when the treaty was concluded, the Nabob seated on the throne, and his prime minister appointed, Mahamud Reza Cawn, much about the same time that the offer of a present came from the Nabob, gave intimation to the deputies thro' Mootyram Phougedar of Hughly, that he too had a desire of making them a present from himself. The deputies answered, that they would not decline to accept his offer. He afterwards himself informed them of his intention to give to each of the deputies a lack of rupees, 12,500 l. and some days after he gave to Mootyram bills for my share on  
 Hughly



Hughly and Burdwan, and a bill for part of Mr. Leicester's on Hughly. He also gave to Mootyram bills for a sum he designed for my brother, which Mootyram informed me amounted to 20,000 rupees, 2500 l. tho' it was afterwards said to be 25,000 rupees, 3125 l. Mootyram told me he had such bills, but I never saw them, nor made use of them. About the 20th April, when the business was nearly concluded, and the deputies about to separate, Mahamud Reza Cawn informed Mr. Senior and Mr. Middleton that he had given bills for Mr. Leicester and myself, but would pay in ready money the present he intended for them. Accordingly after the deputies were separated, he paid to Mr. Senior 50,000 rupees, 6250 l. and would have paid to Mr. Middleton the same sum, if he had not by that time taken the resolution, as Mr. Leicester and I likewise did nearly at the same time, not to accept of this present, because we understood that Lord Clive had determined to overturn the nomination of this man as prime minister; and as it was expected the question would come to be disputed in council, we did not think it becoming in us to accept of a present which might be objected as the motive of our conduct, if we gave our support in council to the former nomination. When we agreed to accept the present every thing seemed settled, and no objections could be made against our receiving it. When the nomination was again to be canvassed, we thought it would be equally improper to retain the present then, as it would have been to accept it before his first nomination. Upon this principle Mr. Middleton refused the payment offered to him, and Mr. Leicester and myself directed Mootyram to return the bills he had for us.

It appeared afterwards that Lord Clive had no intention to set aside the nomination of Mahamud Reza Cawn; on the contrary, when certain purposes had been served by inspiring him with the most dreadful apprehensions, he was not only continued in his office, but invested with still greater powers than the deputies had given him; so that this present might with the greatest propriety have been retained. Mootyram sent for the bills to Hughly, where they lay accepted and ready to be paid, and made an offer of them to Mahamud Reza Cawn; but, as it was afterwards discovered, he refused to take them back, of which Mootyram never gave notice to Mr. Leycester or myself; on the contrary, he told me they were actually given back. Upon an inquiry carried on by the select committee, the bills were at last found in the possession of Busentroy, Mootyram's principal officer, to whom he had recently before intrusted them, to offer them back a second time to Mahamud Reza Cawn, who a second time refused them; however, in the end, after having been taken into the possession of the committee, and kept for about a month, they were given back to Busentroy, and afterwards restored to Mahamud Reza Cawn's order.

With respect to the present from the Seats, the fact stands thus: The Seats visited the deputies on their arrival; we returned their visit, and shewed them every respect and distinction in our power. By our good offices in part, they were peculiarly distinguished by the Nabob at the solemnity of his being seated on the Musnud, by his conferring on the eldest Seat the title of Rajah. In the course of their visits they took occasion to represent to us the many lacks that were due to their house from the Rajahs and Zimmindars before the time of Cassim

Alli Cawn, when they shut up their house, and the large sum they had advanced to Jaffier Alli Khan before the revolution in 1760, and solicited our assistance for recovering those sums, and also solicited our recommendation to the Nabob and his minister to be employed in the business of the government, and of the Zimindars, which Cassim Ali Khan had transferred to others. We did not then choose to interpose, or to take any trouble upon us with respect to these matters.

I believe it may be true, that Mahamud Reza Cawn gave them his advice to make offer of some present to the deputies for the labour they would be involved in, if they undertook to assist them in so many and so extensive affairs. Soon after this, before the end of March, they made offer, by the intervention of Mahamud Reza Cawn, of 10,000 rupees to each of the deputies, and a further sum of 75,000 rupees for the four deputies, to be paid when their debts should be collected in; and at the same time, or afterwards, they offered 10,000 rupees to my brother, which were accepted. Chiefly by our recommendation, they again came to be employed as the bankers and merchants of the government; and it was my intention, and I believe that of the other deputies then present, to give them all the assistance in their power in recovering the sums which were justly due to them.

Having thus given a full account of the several presents, I beg the indulgence of the proprietors to mention the steps taken by Lord Clive after his arrival. I will confine myself as much as possible to the proceedings which affect myself, leaving it to others to give an account, if they shall think proper, of what regards more nearly the constitution of the  
Company,

Company, and the probable consequences to their affairs, from what has lately passed on the other side of the globe.

Lord Clive arrived at Calcutta the 3d of May, 1765, and I returned the same day from finishing the affairs of the deputation. His Lordship had left England immediately after a memorial had been given in to the Court of Directors, afterwards printed in the news papers, and signed by my brother and another gentleman, whose honourable and worthy character needs no panegyric; in which, as if inspired with the spirit of prophecy, these gentlemen had foretold the probable consequences which would result from the extraordinary and unnecessary powers which the Court of Directors, after the general courts were all over, had been pleased to confer on Lord Clive and a select committee, composed of members, necessarily, from various circumstances, dependant upon him; by which the constitutional powers of the council at Bengal were totally annihilated. In that memorial likewise, the inconsistency of the conduct of the directors, and of his Lordship, was pointed out, who had made it one of the capital points of their opposition to Mr. Sullivan, that he had, by a vote of a former Court of Directors, given powers somewhat similar, tho' not so dangerous, to Mr. Vansittart. A copy of that memorial is annexed. This, with some other publick opportunities which had been taken of giving light into a character which had not been so properly understood, made, it is believed, an impression upon his lordship's mind, which a voyage that lasted near a year had rather increased than diminished.

Joined to this, his Lordship had the mortification to find that every thing was intirely settled at Bengal



before his arrival \* ; that a most advantageous treaty had been made, by which the Company's affairs were put in a situation far superior to what had ever been known; and were established upon such a plan of moderation as was known to be agreeable to the general sentiments of the proprietors at home, and left it open to the directors, at any time by an order, to increase their revenue as they thought proper. This is all that Lord Clive afterwards did, tho' certainly without their order.

What added to this disappointment was, that the two persons who had acted a chief part in these affairs, were Mr. Spencer, the friend of Mr. Sullivan, who acted as governor, and myself, who acted as head of the deputation. He found too that Mr. Spencer was beloved and respected by every man in the settlement, that he had reconciled all quarrels, had restored peace and unanimity to the council, and had introduced a scene of happiness and freedom which could not be contemplated by him without pain and regret.

It was not long that matters continued upon this footing.

Mr. Spencer had not quitted the government a fortnight, when a scene of terror, discontent, dissention, and anxiety succeeded to the former happy situation of the settlement. To describe this, would only be to give a picture of what have been the consequences of despotism in every country and in every age; not a man, felt himself in a state of security, much less of

\* The war was at an end; Illiabad and Chinargore were taken; the last skirmish with Soujah Doula and the Morattoes was fought the 19th and 20th of May at Calpi; and in five days after Soujah Doula surrendered himself a prisoner at our camp. The news of Lord Clive's arrival, which was on the 3d of May, could scarce have reached the army about a thousand miles distant.



independence. The situation of my own private affairs and of the members of the council, do not influence me in this description, which every indifferent person would have equally felt. Spies, informers, and parasites were every where encouraged; all confidence, even amongst friends, destroyed; jealousy and dismay was seen in every face; distance, reserve, and selfish considerations prevailed throughout, and seemed to have already extinguished every generous and honourable sentiment. I do not exaggerate, tho' I own the sudden and incredible change made a deep impression on my mind; and the contrast between that, and the happiness and tranquillity which the settlement had enjoyed from the time Mr. Spencer succeeded to that government six months before, made an impression, I am sure, upon every one, and added to the general distress.

If there are men in this kingdom who undervalue the blessings of our happy constitution, who do not hold the liberty which prevails in this island as the most inestimable of all human enjoyments, I should prescribe, as an infallible means of reforming their depraved and mistaken opinions, to send them for six months to the kingdom of Bengal, in the Company's service, during the subsistence of the present select committee, sent out under the auspices of Lord Clive, to ESTABLISH PEACE AND TRANQUILLITY IN THAT COUNTRY.

Lord Clive was met, before he entered the town, by Mr. Leycester and Mr. Gray; the last of whom, either then or some days after, informed him of the presents he had received. Mr. Spencer the same evening gave him the like account, and particularly mentioned the sum paid, and what was still due to him. Mr. Spencer informed me that he considered by his Lordship's answer, that he would assist him in recovering the balance. I also waited on his  
 Lordship,

Lordship, but was asked no questions then or afterwards as to that or any of the publick business in which I had been employed.

A council was the same day held, in which Lord Clive was pleased to join in returning thanks to Mr. Spencer for his zeal and services ; with how much sincerity was soon known ; for in eight or ten days he broke off all intercourse with him.

On the 6th of May another council was held, when Lord Clive gave us an idea of how small consequence the opinion of the council was likely to be during his government. The business of appointing the field officers came first to be considered. At the Cape, Lord Clive had met Major Chapman of the King's regiment, returning to Europe from Madras ; he and his committee engaged him to return, with the promise of a commission as Major at Bengal. His Lordship desired the sentiments of the board, whether this commission should be given. No man is acquainted with Major Chapman who does not love him, and wish his welfare ; his great merit was allowed by every one. The difficulty lay in promoting his interest, by superseding and disgusting so many gallant and deserving officers then on the establishment, to whose good conduct the Company had owed the preservation of their settlement, and in their very last letter the directors had returned them the most honourable acknowledgements. On referring to the Company's letter, the Board and his Lordship were equally surprized, to find the power of appointing the field officers left to the Governor, without the Council being joined therein. The tenor of the general letter seemed to indicate no such alteration as the transferring such a power to the Governor alone, independent of the Council ; and the doubt seemed plainly occasioned by

by an error in transcribing the letter ; especially as his Lordship knew not that such a power was vested in him till the letter was then read.

The power of naming the inferior officers had always been vested in the Governor ; but captains and all superior officers were named by the Governor and Council, the last to be confirmed from home ; and as by the Company's last letter the power of naming captains still remained with the Governor and Council, the nomination of the superior officers, for a much stronger reason, was certainly meant to be vested in them.

As matters stood thus, it was asked, Whether the opinion of the Council would have any weight in deciding the question proposed ? His Lordship declared, he was determined, whether it should be the sentiments of the majority or not, to give the commission. On which Mr. Burdett and myself entered our minute, that as our sentiments could have no effect in determining this affair, we should not give any opinion upon it.

Lord Clive then declared his intention to establish the select committee ; the paragraphs of the general letter, June 1764, were read. His Lordship was asked, If he had any other powers than those contained in these paragraphs ? He declared, he had none. The committee was desired to explain what they thought to be the meaning and intent of those powers which were expressly limited by the letter, to the restoring *peace* and *tranquillity* ? His Lordship answered, that they would not enter into any discussion of that point with the Council ; that they themselves were the only judges of the extent and limits of those powers, and were resolved to carry them into execution. The paragraph of the Com-  
pany's

pany's letter establishing the select committee is annexed.

On the 9th of May another Council was held, when Lord Clive required of all the members to sign the covenants relating to the presents, which he himself had signed, he said, before he left England. Mr. Burdett, to whom 50,000 rupees of his present was still due, put the question to his Lordship, Whether these covenants would have a retrospect? to which he answered, That they would not. Upon which the covenants were signed, and I took my leave, and had the liberty of the board to return to Burdwan.

The persons who it was thought might prove the most useful in calumniating me, were Mahamud Reza Cawn, and the Rajah of Burdwan. No time was lost in conveying to them impressions of the utmost terror.

A letter was sent to Mahamud Reza Cawn, under Lord Clive's great seal, which in that country is reckoned a mark of disrespect; by which he was informed, that all business was taken from the Council, and it was intimated to him, as I have been told, as well as to every man belonging to the country government, that they were to have no connexion or correspondence with any but the select committee, at the same time ordering him down to Calcutta. Another letter was sent to the Rajah of Burdwan, by which he was ordered to pay near eight lacks of rupees in seven days, as a balance pretended to be due by him to the Company; otherwise to stand to the consequences, for that his Lordship would hear no answer. I received letters from them both, which are in my possession, expressing the utmost dread and apprehension. To intimidate Mahamud Reza Cawn still further, his rival Nun-commar was set at liberty, and allowed to go and meet



meet the Nabob, who was at this time on his way to visit Lord Clive. He returned to Calcutta with the Nabob, and was allowed to continue with him about three weeks. When the purpose was thus served, and Mahamud Reza Cawn had complied, Nuncommar was put under a guard of seapoys, with his son in law Juggat Chund, and allowed no intercourse with the Nabob. Honours were heaped upon Mahamud Reza Cawn, and when the Nabob returned to Muxadabad, he was sent up to that place as minister, and afterwards, as I'm informed, had a company of our seapoys appointed him as a guard, independent of the Nabob; which he had formerly asked of me, and was refused. During all the time he was at Calcutta he durst not visit me nor any gentleman not of the committee, and the same conduct was observed by every considerable man of the country government. After the Nabob had left Calcutta, Nuncommar prevailed in getting his confinement removed, and his son-in-law was allowed to go to the Nabob's court. Dr. Fullerton, Meer Ashoruf, and the other witnesses, brought near five hundred miles, from Benares and Patna for the trial, were sent back without being confronted or examined in his presence; and Nuncommar has been since graciously received in his visits to the gentlemen of the select committee.

With respect to the Rajah of Burdwan, after being terrified with the demand of a large balance, when he owed scarce three lacks, incurred before my time, he was ordered down to Calcutta on the 26th of May, without notice given to me. This was not only an uncommon piece of disrespect to me as chief, and to the Board at Calcutta, but, at once, destroyed all my authority over the province, to which I could not thereafter return with any credit.

The accounts had neither been examined nor a question asked at me, as to the balance he truly owed, notwithstanding that in consequence of the Rajah's letter to me, I had laid before Mr. Sumner a state of his accounts; who confessed he had not inspected them. For fourteen days he was not admitted to wait upon Lord Clive, and dared not to visit me, nor any of the gentlemen of the Council; during all that time he was under the greatest terror, being witness to the violent treatment of Mootyram and Buffuntroy. At last he was permitted to visit Lord Clive at the Gardens. I was credibly informed, he was then made to swear he would answer the questions that should be put to him; and these questions were no other than an inquisition into my conduct. His answers I presume did not prove satisfactory: for I have also ground to believe, that the honours and exaltation of Mahumed Reza Cawn, who had given evidence to their mind against me, were pointed out to him at another visit as objects for his encouragement to make accusations. He has since been loaded with honours; but it has not yet been publicly declared in what manner he has merited these marks of gratitude.

The Nabob soon after his arrival at Calcutta, when under the direction of Nuncommar, wrote a letter to the Select Committee, which was made the foundation of an enquiry into the conduct of the deputies. In that letter, in which there is scarce a word of truth, he accused his minister Mahumed Reza Cawn of a great variety of offences, and amongst others of having given away his money, without his knowledge or consent, in presents to the deputies and to the gentlemen of the council, in order to secure him in his office.

Mahumed Reza Cawn was examined upon this before the select committee in the most private manner;

ner; the members of which first bound themselves by an oath of secrecy. He produced as a proof that the presents were given by the Nabob's order, the two notes under the Nabob's hand and seal, the same which was affixed to the Company's treaty.

At this time it would seem he did not perfectly understand what sort of evidence would be most agreeable, for he gave an account of the presents upon oath; which, tho' calculated to throw some load upon the deputies, in order to excuse himself from having acted voluntarily in that matter, yet not at all conformable to the view of his examination.

" After his Excellency (he said) had been seated  
 " on the musnud, the gentlemen of the council first  
 " of all sent me a message by Mootyram, and after-  
 " wards themselves said to me, The gentlemen who  
 " have assisted former Nazims have obtained presents.  
 " Now that we have seated his Excellency on the  
 " musnud; and rendered him service, we hope that  
 " he will make presents to us also. Do you represent  
 " this to his Excellency." I answered: " Do you  
 " yourselves, gentlemen, mention it. At length, as  
 " they were earnest with me, and I perceived that  
 " they would be offended at my refusal, I repre-  
 " sented it to his Excellency, in conformity to their  
 " desire. His Excellency said to me, It must be done  
 " (the Persian word *baid kerd* signifies, let it be  
 " done.) Do you make out a list and bring it  
 " me. I replied, Your Excellency is the master;  
 " yourself determine upon whatever may be your  
 " pleasure. Accordingly an account of the presents  
 " for the gentlemen was made out before the Na-  
 " bob's face, and given under his hand and seal to  
 " Mr. Johnstone, in the presence of all the four  
 " gentlemen.—After three or four days Mr.  
 " Johnstone carried this paper to the Nabob, and

“ said, *If your Excellency has given this paper un-*  
 “ *willingly and contrary to your inclination, we do*  
 “ *not want it.* His Excellency answered, *I have*  
 “ *given it to you of my own pleasure and by my own*  
 “ *inclination.* After this conversation passed Mr.  
 “ Johnstone said, What shall we do with a bare  
 “ paper? Let orders be given to Mahumud Reza  
 “ Cawn for the payment of the money.—His Ex-  
 “ cellency accordingly commanded me to pay the  
 “ money agreeable to the paper. I made some  
 “ days delay, and upon Mr. Johnstone and the  
 “ other gentlemen again making a demand upon  
 “ me, I presented the following representation to  
 “ his Excellency, *with regard to giving the money*  
 “ *for the gentlemen's presents whatsoever is your Ex-*  
 “ *cellency's pleasure.* His Excellency signed there-  
 “ on, *Let Mabumud Reza Cawn Bahadre pay it.*”  
 And then he mentions the sums paid and the dates  
 of the payments, and how much still remained  
 due.

As the Nabob had charged him with giving  
 away his money without his consent, and he was  
 obliged to own that he had proposed the presents to  
 the Nabob, he thought it necessary for his own vin-  
 dication to affirm, that the gentlemen were earnest  
 with him, and that he perceived they would be of-  
 fended at his refusal. But the whole of his evi-  
 dence, taking it as it stands, affords not the least  
 objection to the manner of receiving these presents;  
 but directly the contrary.

With respect to the present from himself he gives  
 the following account. “ Mr. Johnstone and the other  
 “ gentlemen sent me a message by Mootyram, as  
 “ follows. Whereas you have been appointed his  
 “ Excellency's naib, it is proper you make us some  
 “ present from yourself. I represented my situation;  
 “ that



“ that I would do what was in my power : but  
 “ that I could not furnish any great matter.” And  
 then he gives an account of the particular sums.

Here again he endeavoured to screen himself, by pretending that he had acted in consequence of a message from the deputies ; which is absolutely false.

He is afterwards said to have added, “ That  
 “ when the gentlemen demanded an acknowledge-  
 “ ment from him, he asked, Is not this to be a  
 “ general affair, and are not the other gentlemen  
 “ of the council to have a share ? To which they  
 “ replied, No. This must be for us. Let them  
 “ look to themselves.” A conversation which  
 neither did nor could possibly happen, as the pro-  
 posal of a present came intirely from himself.

Juggat Seat had come to Calcutta, to make a visit to Lord Clive. Enquiry was made of him, what he could say to the prejudice of the deputies.—The whole power he found was transferred to the select committee ; and he readily adapted himself to their desire, of having evidence of something which might serve their views.

The following narrative was prepared and given in by him to the committee concerning his own presents——“ When Mr. Johnstone and the other  
 “ gentlemen of the council went to Moorshedabad,  
 “ and applied themselves to the regulation of the  
 “ whole Subadarry, they sent me the following mes-  
 “ sage by Mootyram—Make us some acknowledg-  
 “ ment, and we will settle all your business according  
 “ to your heart’s desire, otherwise we shall be dis-  
 “ pleased, and your business will meet with no assist-  
 “ ance: for you formerly made an acknowledgment  
 “ to Lord Clive and other gentlemen. I informed  
 “ them that Lord Clive never said a word on this  
 “ subject,

“ subject, and that I did not give him even a single  
 “ daum.” They sent me a message in answer as fol-  
 lows: “ You may not be acquainted with it, but  
 “ your fathers made an acknowledgment ; give us  
 “ five lacks of rupees.” I answered, “ Our fathers  
 “ never did give Lord Clive a single daum.” They  
 replied, “ If you would wish to have your business  
 “ go freely on make us some acknowledgment.  
 “ Being remediless, I consented to give 125,000  
 “ rupees, 50,000 rupees immediately, and the rest  
 “ when I could collect in my debts from the  
 “ country. The gentlemen agreed to this, and  
 “ accordingly I sent them 50,000 rupees by my  
 “ Muttasuddies and Mootyram.—In fine, there  
 “ were none of my debts collected in when Mr.  
 “ Johnstone and the other gentlemen returned to  
 “ Calcutta, and I also came to Calcutta to pay my  
 “ respects to Lord Clive ; so that thus the affair  
 “ rested. Enquiry having been made of me, I  
 “ have written these particulars, in which there is  
 “ by no means a word of untruth.”

The chief attention through the whole of this  
 narrative is to take off the imputation from him-  
 self of having the first proposed to give the money,  
 and to throw it upon the deputies, as if the pro-  
 posal had come from them, and that it was not  
 altogether voluntary upon his part ; but there is  
 nothing in the narrative, taking it as it stands, that  
 imports any more than that Juggat Seat had given  
 this money in the view of having the aid and as-  
 sistance of the deputies in recovering the money  
 that was due to him ; and he seems to complain in  
 the end of his narrative, that he had not got that  
 assistance which was the motive of the present, for  
 that none of his debts were collected in when the  
 gentlemen returned to Calcutta : it was therefore

the

the hope of assistance, and not the fear of obstruction, which had been his motive ; and there is nothing in the narrative which imports any thing like a threat, neither did any complaint come from him against the deputies, more than from Mahumed Reza Cawn, or the Nabob. He fairly mentions *that enquiry had been made of him*, in consequence of which he had given that account.

After these examinations were finished by the select committee, a council was called, and the Nabob's letter with the two narratives were read, but no opinion of the council was asked, nor was it explained whether in this matter the council were to act as judges. The papers were pocketed and carried back, and next day upon an information from Mahumed Reza Cawn, that the bills granted by him to Mootyram had been that morning offered back to him by Bussuntroy, Duan or principal officer of Mootyram, a party of seapoys was sent to seize Bussuntroy, and to bring him before the committee to be examined upon oath. He was accordingly seized, and brought under a guard, and the same day a party of two serjeants and twelve men were sent to seize Mootyram, who kept him under close confinement till he was brought before the committee, and examined the day after. Bussuntroy, after his examination, was kept about ten days in close confinement, and then discharged. Mootyram was kept in custody for above a fortnight, with one seapoy in his room, and two at his door, tho' all that time in a very bad state of health, and no crime whatever laid to his charge, or that of Bussuntroy. He was a second time examined by order of the committee, under a guard, in presence of the council, and at last, after being obliged to give bail, he was discharged ; but as he  
had

had retracted, and his first evidence, as explained by his second deposition before the council, did not seem to answer the purposes expected, he was dismissed from all his offices, as soon as Mahomed Reza Cawn returned to Muxadabad, and intirely deprived of all future hope of employment in that kingdom, and Mahomed Reza Cawn's Vaqueel, with Lord Clive, named Mirza Casim, was appointed in his stead.

The evidence of Bussintroy amounted to no more than this, " That he carried the bills in question to Mahomed Reza Cawn that day at eleven o'clock by Mootyram's order, from whom he got them at eight o'clock that morning at his own house, with orders to carry them to Mahomed Reza Cawn, who was angry, would not receive them, and asked why he brought them ?" And he produced the bills, being four in number, amounting in the whole to 175,000 rupees, which were to have been paid, one lack to myself, 50,000 to Mr. Leycester, and 25,000 to my brother.

The first evidence of Mootyram, Phougedar of Houghley, was taken secretly before the committee, under a guard, upon leading questions put to him, and not taken down in his own language, but translated by the committee. It was to this effect :  
 " That he went to Jaggat Seat to demand money  
 " —That he was sent along with Ishmael Ali Cawn  
 " by Mahomed Reza Cawn—That he was sent to  
 " Mahomed Reza Cawn by Mr. Johnstone, to  
 " desire that he would ask the Seats for presents—  
 " That he had his orders from Mr. Johnstone  
 " only, who sent him in the name of himself and of  
 " Messrs. Senior, Leycester, and Middleton—That  
 " he asked for three lacks.—That the affair was  
 " about



“ about twenty days in settling—That he went  
 “ first about the middle of March—That Maho-  
 “ med Reza Cawn said at first, Very well, I’ll try  
 “ what I can do ; but on the next application said,  
 “ It was very improper to ask money of the Seats,  
 “ it would get him a bad name—That the con-  
 “ tents of Juggat Seat’s narrative were true—That  
 “ he told the Seats the gentlemen would protect  
 “ their business, if they would make a present ; if  
 “ not, the business of the Seats would meet with  
 “ no protection or countenance—That he told this  
 “ by Mr. Johnstone’s order—That when Ismael  
 “ Ali Cawn demanded three lacks for the gentle-  
 “ men, Juggat Seat answered, If the gentlemen  
 “ will be satisfied with rings, jewels, and such pre-  
 “ sents, from 10,000 to 25,000 rupees, he would  
 “ comply ; but on Ismael Ali Cawn’s pressing him  
 “ farther, he agreed to give 50,000, which was  
 “ not accepted ; and then Juggat Seat said, Well,  
 “ I will speak to Mahomed Reza Cawn myself—  
 “ That he was present at all this conversation, but  
 “ did not speak—That he heard the affair was  
 “ settled thus ; Juggat Seat agreed to give 75,000,  
 “ then he rose to a lack, and at last consented to  
 “ give 125,000—That he demanded the money  
 “ not in his own name, but on the gentlemens  
 “ account, and those that sent him. Upon a lead-  
 “ ing question put by Mahomed Reza Cawn, he  
 “ said—That when the money was sent by Juggat  
 “ Seat to Mahomed Reza Cawn’s house, he for-  
 “ forwarded it immediately to Mr. Johnstone in a  
 “ hackeree or cart, and that Mr. Johnstone was  
 “ angry, and said, Why was not the money given  
 “ to Mootyram, or sent more privately ?—That  
 “ he did visit Juggat Seat thrice—That at the  
 “ time he visited Juggat Seat, when he was alone,  
 G “ Juggat

“ Juggat Seat told him, he would agree to give  
 “ 75,000 to the gentlemen, and desired he would  
 “ represent to them that his circumstances would  
 “ not afford more; which he promised to do—  
 “ That he went about twelve or fourteen days  
 “ ago by Mr. Johnstone’s order, and tendered back  
 “ the bills which had been granted for the other  
 “ present to Mahomed Reza Cawn, and desired  
 “ he would take them; and that he told him,  
 “ as soon as difficulties were over, he would re-  
 “ ceive their amounts, if he then consented to  
 “ pay; but Mahomed Reza Cawn refused to take  
 “ the bills—That the bills were five in number,  
 “ and amounted to 175,000 rupees—That he sent  
 “ the bills yesterday morning by Bussuntroy—That  
 “ these bills were the amount of a present to be  
 “ paid by Mahomed Reza Cawn to Messrs. John-  
 “ stone, Leycester, and Mr. Johnstone’s younger  
 “ brother; and that the present intended for each  
 “ of those gentlemen was, for Mr. Johnstone  
 “ 150,000, for Mr. Leycester 50,000, for Gideon  
 “ Johnstone 20,000—That as to the money the  
 “ gentlemen received from the Nabob, Mahomed  
 “ Reza Cawn had the management of that busi-  
 “ ness—That Mr. Johnstone first received through  
 “ his hands from the Nabob 137,500, and after-  
 “ wards a lack more, making together 237,500,  
 “ besides which his brother received afterwards  
 “ 50,000 of the Nabob—That what was paid to  
 “ the other gentlemen he knew not, their own  
 “ Mutsudees having transacted that business for  
 “ them—That according to the best of his judg-  
 “ ment this evidence is true—That he never would  
 “ retract it; but if there should appear any thing  
 “ contradictory or unsatisfactory at first, *it was*  
 “ *owing*

*“owing to the confusion he was under when brought before that company.”*

His second examination before the council was taken in consequence of a remonstrance I gave in against these illegal proceedings, but he was still kept in confinement, and examined under a guard. In place of asking him the same questions as before, and taking down his answer in presence of the members of council, his former evidence was read over to him, and he asked whether he confirmed it? Notwithstanding this method of proceeding, and the terror he was under, he contradicted himself in many material circumstances—  
*“That he did go to the Seats, but not to demand money—That in place of telling Mahomed Reza Cawn, that the Seats business would meet with no protection, he told Mahomed Reza Cawn, that if the Seats did not give a present, the gentlemen would say nothing, or would be silent; which imported no threatening whatever—That Juggat Seat made no offer of rings or jewels, nor of 50,000 rupees, but as far as 20 or 25,000 rupees, which Ismael Ali Cawn then told him would not do, and that he then said he would speak to Mahomed Reza Cawn himself; and that when he went to him he proposed the sum of 50,000 rupees.”* By which the material part of his evidence is overturned, and the contradictions totally discredit the whole.

That part of the evidence which gave greatest pleasure to the gentlemen of the committee was the assertion, that when the money was sent to Mr. Johnstone in a hack:ree, he was angry, and said, *Why was not the money given to Mootyram, or sent more privately?* The fact is, that the money

both for myself and the other gentlemen was sent in a hackaree, and it is true that I was displeased, and sent it back; the reason of my being displeased was, that it is not the practice in the most common transactions, for persons of the rank I then held, to receive money themselves: It is delivered to their Bannians, who, as silver money is very bulky, and the coin much adulterated, take the trouble of examining, weighing, and reckoning it over. I had no Bannian with me; it was not to be supposed, in the office I bore, and the public business I was engaged in, that I could receive the money in the way it was sent, and still less, that I would receive, not only what was meant for myself, but what was intended for all the other gentlemen. But surely, if I had meant secrecy, in a matter which required none, I would neither have thought of discovering anger, nor of sending the money back, which could not fail of being remarked as extraordinary. The fact is, that tho' Mootyram, from fear and terror, was by leading questions compelled to throw out this insinuation, when under a private illegal examination, yet he immediately afterwards acknowledged under his hand, and signed it before witnesses (who made oath before a justice of peace) that he was not present at the time the money came to me, and therefore could not possibly give evidence of words spoken by me at that time—This paper, in which he clearly contradicts the evidence he formerly gave, is in my possession in the original Persian, and will shew the just cause I had to complain of the extraordinary proceedings with these witnesses.

After these unfair examinations, taken in so unbecoming and tyrannical a manner by the select committee, letters were wrote to Messrs. Senior and



and Middleton, the absent deputies, for their answers to the facts, which soon after arrived. Mr. Leycester, who attended the council, had an opportunity of answering; and accordingly gave in his answers from time to time. As I had taken leave of the Board to return to Burdwan, I had no title to attend the council, unless particularly summoned. When these papers were read, I desired copies, and they were sent me on the 12th of June. Five days after (on the 17th of June) I gave in my minute in writing; I remonstrated against the proceedings, and was obliged to take notice of several particulars, which I am afraid were not altogether agreeable to the gentlemen of the select committee. I denied positively, that I had ever authorized Mootyram, or any other person, to ask presents of Juggat Seat in improper or unlawful terms, or by any threats or insinuations, that his business should otherwise meet the smallest impediment or obstruction from us, and that no compulsion or violence was with my knowledge ever made use of, or intended to be made use of, to induce him to give any presents whatever. I concluded with acquainting them, that I would continue no longer in the Company's service, while such powers were vested in such hands; and therefore had determined to resign the service.

The committee were pleased on the 21st of June to pronounce a species of sentence of a very singular nature, in which they gave their opinion upon the evidence, applauded the decency and candour of their own proceedings, and finally resolved to leave it to the Honourable Court of Directors to pass final judgment. Their minutes (so far as relate to me) are in the following words:

“ That Mr. Johnstone has actually received the  
“ several

“ several sums in money and bills, specified for  
 “ his use in the general accounts of Mahomed  
 “ Reza Cawn and Juggat Seat.” [*Altho’ the bills  
 were at that very time in the hands of the committee*]  
 “ —That he appears from the evidence entered in  
 “ our proceedings to have been a principal agent  
 “ and manager in obtaining and distributing the  
 “ presents, but unacquainted (we would willingly  
 “ suppose) with the menaces used by Mootyram  
 “ in his name to Mahomed Reza Cawn and Juggat  
 “ Seat, in order to extort a sum of money  
 “ from the latter for the use of the deputation—  
 “ And lastly, That he is guilty of actual disobedience  
 “ to the Company’s orders, in arraigning  
 “ indecently, and refusing positively to acknowledge,  
 “ the authority wherewith the select committee  
 “ are vested by the Honourable Court of  
 “ Directors, and by urging their usurped powers  
 “ in excuse for declining any reply to charges that  
 “ so deeply affect his character—That upon the  
 “ whole the gentlemen who sat at the Board, as  
 “ well as those who negotiated at the Durbar,  
 “ were guilty of actual disobedience to the Company’s  
 “ positive orders relative to the covenants,  
 “ both in delaying to execute them, and in receiving  
 “ presents, contrary to the express letter  
 “ and spirit of those obligations.”

Lord Clive and Messrs. Summers, Verelst, and Sykes, were pleased, after seven or eight days deliberation, to give in separate minutes in answer to what I had offered. These I had sent to me ; but the second examination of Mootyram before the board, on the 18th of June, tho’ prior to these minutes, and every other subsequent paper of their proceedings, were kept from my knowledge, and not

not delivered to me till the 22d and 25th of September, the day on which I was to have sailed. The vessel however was delayed till the 2d of October, and I gave in such a reply as the shortness of the time, and the hurry of settling my affairs, would allow. This I find was not transmitted home, tho' it appeared to me a material paper in such a cause, and might easily have been transcribed in one day. I acquainted several of the Directors, as soon as I arrived, that I had a copy of that paper, and was ready to lay it before the board; which I have not been hitherto desired to do.

It would appear, that after considering my answer, it was thought the evidence did not come up to what was to be wished, and that it might be proper to obtain (if possible) something further, which might serve at least to asperse, if it served no other purpose. The most proper person to be applied to upon such occasion was Mahomed Reza Cawn, who had been sufficiently intimidated, and afterwards sufficiently rewarded to accommodate himself to what was desired of him. It was true that he had already declared upon oath all he knew of the matter, and that oath had been publicly communicated to the council, and must now stand part of the proceedings; but still a proper declaration from Mahomed Reza Cawn, containing new insinuations, might have its weight in the scale, or at least if it did no good it could do no harm.— This, it is believed, will not appear sound reasoning; for a posterior declaration by the same person, contradictory to a former evidence upon oath, will always turn strongly both against the witness, and against those who obtain it.

Mahomed

Mahomed Reza Cawn, on the 23d of June, returned the following answer to a letter wrote to him by Lord Clive.—The letter from that Right Honourable Person to him, I never saw, and therefore can only judge of it from the answer: “ I  
 “ have had the honour to receive your letter,  
 “ wherein you write, that the account I gave of  
 “ the money received by the gentlemen from the  
 “ Nabob and me has been laid before the council;  
 “ that now all the gentlemen say, that the Nabob  
 “ made them presents of his own free will; that  
 “ you are informed by Mr. Senior, in a letter he  
 “ has written you in answer, that the money, viz.  
 “ 137,500 rupees for Mr. Johnstone, 112,500 for  
 “ Mr. Middleton, 112,500 for Mr. Leycester, and  
 “ 112,500 for Mr. Senior, was distributed by me,  
 “ and that you therefore desire I will immediately  
 “ acquaint you whether the distribution of the  
 “ money was made by the Nabob of his own free  
 “ will, or by me, *or by the direction of any other*  
 “ *persons.*”

I must here remark, that if this is a fair transcript of his Lordship's letter, nothing could be more unbecoming; for it is absolutely false that Mr. Senior's answer did say, that the distribution was made by Mahomed Reza Cawn; he said no more than what every one of the deputies have said, that Mahomed Reza Cawn brought to them the paper under the Nabob's hand, mentioning this distribution; but by whom it was made, whether by the Nabob, or by his minister, none of them ever knew, except from his information, that it was done by the Nabob—Mahomed Reza Cawn had himself upon oath declared, with respect to that matter, that he represented the affair of the presents to the Nabob—That the Nabob desired him



him to make out a list, and bring it to him—That he told the Nabob, “*Your Excellency is the master, yourself determine upon whatsoever may be your pleasure*—That accordingly an account of the presents for the gentlemen was made out before the Nabob’s face.” Nothing therefore could be more improper, after such a declaration upon oath, than by a leading question plainly to desire he might impute the distribution to any other person.

Mahomed Reza Cawn perfectly understood this hint, and what person it was his Lordship wished to have accused, he was not wanting upon his part. His letter goes on thus: “Sir, I have already fully represented, and do now again represent on this subject, what is the real state of the case. There is one paper to which his Excellency has set his hand and seal for 475,000 rupees, which sum was given by his Excellency agreeable to my representations, and my representations were in consequence of Mr. Johnstone’s desire, who sent me a message by Mootyram that the gentlemen wanted some money, and that I should procure them some from the Nabob. As I perceived that in case of my not representing this matter to the Nabob, the gentlemen would have been offended with me, I was therefore obliged to do it; I was for some days treating with Mootyram on this subject. Mr. Johnstone at first desired a very large sum; but after a great deal of debate the Nabob gave under his hand and seal one note for 475,000 rupees, and other two notes for 100,000 rupees for Mr. Johnstone, and 50,000 for his brother; the whole amounting to 625,000 rupees for Mr. Johnstone, Mr. Senior, Mr. Middleton, Mr. Leycester, and Mr. Johnstone’s brother.—When

“ this sum was fixed, I shewed the notes to Mr.  
 “ Johnstone. At that time no distribution of the  
 “ money had been settled, but it was afterwards  
 “ settled in his Excellency’s presence, agreeable to  
 “ Mr. Johnstone’s directions concerning it. I gave  
 “ all the three notes into his Excellency’s hand, and  
 “ likewise acquainted him, that it was Mr. John-  
 “ stone’s pleasure that the 100,000 rupees for him-  
 “ self, and 50,000 for his brother, should be paid  
 “ secretly from all the other gentlemen.—The note  
 “ for 475,000 rupees his Excellency delivered  
 “ with his own hand in presence of all the four  
 “ gentlemen to Mr. Johnstone, *who at first refused*  
 “ *it, but at last received it out of his Excellency’s*  
 “ *hand*, and said, What shall the gentlemen do  
 “ with a bare note? His Excellency delivered the  
 “ note to me, and told me, Do you pay all this  
 “ money. I accordingly did so, agreeably to his  
 “ Excellency’s orders.—With regard to the gen-  
 “ tlemens assertion, that the Nabob gave the money  
 “ of his own free will; in such case, Why did he  
 “ complain to you, Sir, that I had taken away the  
 “ money belonging to his house, and distributed  
 “ it amongst the gentlemen? Do you yourself  
 “ judge; I did nothing but obey the orders of  
 “ both sides. My representations to his Excel-  
 “ lency were in consequence of the gentlemens  
 “ orders, and his Excellency himself also told me,  
 “ that I must do whatsoever was their pleasure.  
 “ With regard to the notes I gave from myself,  
 “ the amount thereof is 475,000 rupees; Mooty-  
 “ ram came to me and told me, that I ought to  
 “ make some present to Mr. Johnstone and the  
 “ other gentlemen from myself also. I sent a  
 “ message in answer suitable to my circumstances;  
 “ but Mootyram returned, and acquainted me that  
 “ the

“ the gentlemen were not satisfied, but were even  
 “ offended with me—Agreeable to their pleasure  
 “ therefore I gave a note for 475,000 rupees, one  
 “ for 400,000, to be divided equally between  
 “ Messrs. Johnstone, Senior, Middleton, and Ley-  
 “ ceſter, and one (which the other gentlemen knew  
 “ nothing of) for 75,000 rupees, 50,000 for Mr.  
 “ Johnstone, and 25,000 for his brother : of the  
 “ above ſum 225,000 rupees have been paid,  
 “ 175,000 by five bills, which you have ſeen, and  
 “ 50,000 in ready money to Mr. Senior, and there  
 “ is a balance due of 250,000 rupees, 100,000 to  
 “ Mr. Middleton, 50,000 to Mr. Senior, 50,000  
 “ to Mr. Johnstone, and 50,000 to Mr. Leyceſter.  
 “ I formerly ſhewed you copies of the Nabob’s  
 “ three notes, and now alſo tranſmit you copies  
 “ incloſed. My two notes Mootyram received  
 “ from me, and carried to Mr. Johnstone, in whoſe  
 “ hands I imagine they now are ; you will demand  
 “ them from him, and peruſe them. What I for-  
 “ merly repreſented, and now again repreſent, de-  
 “ viates not a hair’s breadth from the truth. I  
 “ then acquainted you fully with the particulars,  
 “ and now I relate the ſubſtance to you. This  
 “ matter I have already written to the com-  
 “ mittee.”

It is unneceſſary I imagine to enter into any  
 refutation of a declaration thus ſuggeſted, and thus  
 procured, and ſo contradictory to the former ac-  
 count given by the ſame perſon upon oath ; the  
 tendency of it is chiefly to fix an imputation upon  
 me, as if every thing had been done by me, and  
 that I had ſettled the diſtribution of the money,  
 tho’ he had declared upon oath that it was done  
 by the Nabob—I aver that (ſo far as I know) it  
 was the Nabob himſelf who determined his diſtri-

bution, and that it is absolutely false that I at first demanded a large sum, or that I at any time made a demand for any sum at all. If this had been true, could it have been omitted to be mentioned in his first examination, taken in the manner and by the persons it was?

But the imputation chiefly pointed at me is, the assertion that he told the Nabob, that it was my pleasure that the 100,000 for myself, and the 50,000 for my brother, should be paid secretly from all the other gentlemen. It is a little unlucky for this assertion, that the Nabob, in presence of Mr. Middleton and Mr. Senior, in the publick place of audience, and in presence of several by-standers, pressed me to accept the additional lack for a considerable time, and that it was in consequence of their approbation at that time, after consulting with them, that I did at last accept the offer. The absurdity of the assertion that I meant after this to receive it secretly, can only serve to expose the authors of such a calumny.

The assertion that Mahamud Reza Cawn, besides the bills for a lack, intended for me 50,000 rupees more, which the other gentlemen of the deputation knew nothing of, has, as far as I know, as little foundation in truth as the other. It may be very true that the other gentleman knew nothing of it; as I can declare I never asked for, saw, or heard of such a note being given, as he says he gave to Mootyram; of which however, Mootyram, if I understand his evidence aright, says nothing. If Mahamud Reza Cawn really intended this, he concealed it from me, as well as, he says, he did from the other deputies. A lack was all I expected; and as I was returning to my chiefship, he granted to Mootyram bills for the one half on Hughly, the rest on Burdwan.

But



But if a promise for me of more had been extorted from him, as the committee would have it believed, it will appear difficult to conceive why he should not of himself have made it known to the rest of the gentlemen.

Supposing, however, that Mahamud Reza Cawn had really intended for me that additional sum, could such a distribution be considered either as extraordinary, or unprecedented? Did the Nabob Jaffier Ali Cawn intend or give no more to Lieutenant-colonel Clive than barely the sum of 280,000 rupees, as his equal share with Governor Drake, of the present of 23 lacks to the secret committee, and three lacks as his proportion of  $\frac{1}{8}$  as commander in chief of the donation of 25 lacks given to the army? That the additional present he received at the same time, over and above these two other shares, was reckoned at 25 lack, above 300,000l. sterling; and it is well known to be the general and established practice among the people of that country to make such distinctions.

But after all, from the whole of his contradictory letter, the Nabob's present appears to have been voluntary; for in the letter he admits that when the Nabob delivered the note to me, it was at first refused, and only at last accepted. And with respect to Mahamud Reza Cawn's own present, his refusing so often to take back the bills when offered to him, is a demonstration which must outweigh all possible evidence to the contrary, that the presents were given of his own free will, and were an acknowledgment, which by the custom of the country he thought indispensably proper.

The gentlemen of the select committee received this letter with great pleasure, and were so unguarded as to discover, by their publick consultation, how  
very

very happy it made them. This minute is of so peculiar a complexion, that I in my turn cannot deny myself the satisfaction of inserting it verbatim.

‘ Fort William, July 4th, 1765. At a select committee, present W. B. Sumner, Harry Vernelst, Francis Sykes, esqrs. The right honourable the President having transmitted to us a letter under date the 23d ult. which he received from Mahamud Reza Cawn, the same was attentively perused by the committee, who unanimously agree,

“ That Mahamud Reza Cawn has in his letter related facts with great *candour* and *precision*, confirming in the strongest manner the several particulars set forth in his former evidence.

“ That he positively, asserts *and with the greatest appearance of truth*, that neither the presents from the Nabob nor from himself were voluntary, but granted after some altercations and tedious negotiations with Mootyram, who acted in the name and on the part of the gentlemen of the deputation.

“ That Mr. Johnstone at first desired a very large sum; but after a great deal of debate and many conferences, Mootyram consented to accept 625,000 rupees from the Nabob, and 475,000 rupees from Mahamud Reza Cawn; of which sums the whole has been paid by the Nabob, and 225,000, by Mahamud Reza Cawn, in money and bills.

“ That over and above 137,000 rupees, which Mr. Johnstone obtained from the Nabob, as a joint member and senior servant on the deputation, the same gentleman likewise stipulated that 100,000 rupees for himself, and 50,000 rupees for his brother, should be paid secretly from all the other gentlemen.

“ That

“ That besides the above sums clandestinely obtained from the Nabob, Mr. Johnstone, as principal agent and manager, thought proper, without the consent or knowledge of his colleagues, likewise to appropriate 50,000 rupees for himself, and 25,000 to his brother, out of the money granted by Mahamud Reza Cawn, over and above his allowed proportion as a member of the deputation.

“ And lastly the committee agree,

“ That Mahamud Reza Cawn's letter be entered in the face of their proceedings, as undeniable testimony to all whom it may concern, of the necessity of their enquiry, the impartiality of their proceeding, and the great lenity of their resolution in submitting final judgment to the court of directors, notwithstanding their conduct has been bitterly censured, their power arraigned, their characters aspersed, and their authority sufficient to enable them to proceed, and justify them in proceeding, to the last extremity.”

This requires no reflections from me, after the contradictions I have pointed out in their evidences upon oath, and the violent measures used with those evidences, independent of the characters of the people of those countries, who are easily influenced. I should not be surprized if they found witnesses to declare that the deputies and the former council had received sums of money equal to half the property of Indostan. Their plan in all these proceedings is clearly discovered, of throwing reproach upon the conduct of the former council, to give appearances of their own integrity, and to cover their after proceedings, which they hope may by this means escape suspicion. It is true that the great powers they possess, joined with their influence at home,

home, makes it next to impossible to bring to light any kind of iniquity that may be committed; besides, the select committee, entirely under the influence of Lord Clive, almost as soon as they were established, threw the whole power into his hands; for by the minutes of their consultation, which were read to the council, but which they were not permitted to peruse, they set forth, if I rightly remember, That on account of the frequent attempts which had been made to corrupt the members of the committee, by great offers, they therefore judged it proper to transfer the whole intercourse with the people of the country to Lord Clive alone. By this extraordinary surrender made by the committee, contrary to the manifest intention and end of their establishment, a power was thrown into Lord Clive's hands, by which every transaction, as to money matters, may be kept secret; so that it will depend entirely upon Lord Clive's indifference for money, whether he gets, or does not get, a million sterling by his proceedings in India; and that too for executing what any clerk of the company could have done, upon an order from the directors.

By means of such power in India, any evidence, however false, may most easily be obtained; the hope of his favour, or the fear of his dislike, are motives sufficient; a hint from the meanest of his dependants, without more, may procure evidence of any fact whatever. An inquiry carried on in such a manner, supported by the power of government, is always considered by them as proceeding from a fix'd design to ruin, and the evidences readily adapt themselves immediately to the views of the most powerful.

The absolute and uncontrollable power of Lord Clive was in the clearest manner pointed out to the  
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inhabitants of that country, not only by his treatment of the gentlemen of the council, of Mahamud Reza Cawn, Nuncommar, Juggat Chund, Moortyam, Bussuntroy, and the Rajah of Burdwan, but also by his contemptuous treatment of the Nabob himself, in seizing his particular favourite and commander in chief of his infantry, Kaim Beg, who was sent down under a guard to Calcutta, and confin'd ignominiously in the fort (I believe in the black-hole) for near three months, and at last when released, without ever being brought to trial, he was still arbitrarily ordered to remain at Calcutta, at a distance from his friend and his master.

I cannot help taking notice of another proceeding, which will shew the spirit that dictated the measures which were taken against me. The management of the Burdwan province had been always considered as reflecting honour upon me; it seemed therefore material, if possible, to find out some ground of complaint in that quarter.

Besides what I have mentioned with respect to the treatment of the Rajah, a few days after Lord Clive's arrival it was publickly reported at Burdwan, that all who had any thing to object against me, would meet with a favourable reception: in consequence of which, Goculmozemdar and Radacutnague, men whose unbounded power over the Rajah, and the whole province, had been diminished by my residence, set out for Culcutta with designs, as the Rajah informed me by letter, to do every mischief in their power.

No accusation has however yet appeared against me, but that these people had merited favour from the select committee appeared probable, by the honours which were soon after conferred upon them, little inferior to those conferred on the Rajah himself.

It was also currently reported at Burdwan, that I would never be allowed to return to that settlement, of which I had accounts by several letters; all those who had been restrained from frauds and abuses, during my residence, thought this an opportunity to be embraced, for relieving themselves of such a check, and those whom my examination into the extent of the Bazezimmeen lands, had alarmed, were ready to give every aid to my prejudice. These proceedings gave me no alarm, conscious as I was that I had acted beyond reproach.

As soon as I had resigned the service, Mr. Verelst was sent to Burdwan to examine into every particular of my administration, and Mr. Sykes soon after followed to assist in this service, but stayed only a few days. Mr. Verelst was surrounded by all those whom I had restrained from embezzling the publick money; upon his first arrival, as I am credibly informed, he took obligations from all the Rajah's collectors, that they would discover whether they had at any time given money to me. In six weeks he thought himself qualified to give an opinion concerning my management of the affairs of this extensive province, and wrote a long letter to the select committee, with a view to throw out objections against the plans, which by the direction of the board I had pursued. This letter was not communicated to me till the 22d of September, three days before the ship was appointed to sail; in my reply I took notice of some of the most material circumstances, and shewed how exceedingly erroneous the observations were. I have since considered the letter with more attention, and have no doubt that I can, to the satisfaction of every impartial person, refute the remarks which Mr. Verelst has been pleased to make.

I cannot help also taking notice that Mahamud Reza Cawn, as soon as he returned to Muxadavad, put under confinement and guards, many persons who were supposed to have had connections formerly with Mess. Middleton, Gray, or myself, to oblige them to lay accusations against us: and as late as the end of September, a gomastah of Mr. Gray's was seized and confined by an order from Lord Clive, without any crime or offence declared, against which Mr. Gray remonstrated, and offered bail for his appearance, but without effect.

The merchandize too, for which I had paid the full price six months before, was arrested and stopt in the district of Suja Moota, where Mirza Casim, the vaqueel of Mahamud Reza Cawn, was collector, without any cause assigned; and notwithstanding my repeated complaints of this outrage to Lord Clive, who alone could give redress, the arrest still continued when I came away.

I shall here beg to be indulged in a few observations on the treaty concluded by Lord Clive, which his partizans have so much affected to extol. The terms have not yet been publicly declared; but, so far as I have been informed, it consists, in stripping the Nabob, the son of his benefactor Meer Jaffier, of all the revenue reserved to him by the preceding treaty, except eighteen lacks yearly, as a sort of pension; and in restoring to our former enemy Suja Doula all his dominions, except a small part reserved to the King, yielding about seventeen or twenty lacks yearly. To the King is further to be paid, out of the Bengal revenues, twenty-six lacks and a half yearly.

I believe it is pretty certain, that Major Monro could have concluded a peace with Suja Doula upon as good, perhaps on better terms, before he quitted

the command, and before our late successes against him.—What alone broke off the treaty at that time was, the condition we insisted upon, of his delivering up Sumroo, the assassin of seventy-two English gentlemen, and Cossim Alli Cawn, by whose order that massacre was committed. This condition, so essential to justice and national honour, is intirely departed from in the new treaty made by Lord Clive.

The whole territory of Suja Doula, at the time of the treaty, was reduced under our power, and he had surrendered himself to the commander of our troops: but though he was himself in our power, his treasure was not: for, before he lost his dominions, he was fortunate enough to secure most of it.—The Company had agreed by a solemn treaty, to put the King in possession of Suja Doula's dominions: by this they would have secured to themselves a powerful barrier against all their enemies to the north, and would have secured the faithful alliance of the King, by the sums payable to him out of Bengal, which, by the Company's assistance, might have been regularly paid. By the new treaty the King, who had indeed no treasure, is reduced to the possession of a small territory, and Suja Doula, a warlike prince, over whom we have no hold, is strengthened with power: and as we have engaged ourselves by treaty to support the King, and to guarantee his present possessions, which he cannot defend without us, and have also made an alliance *offensive* and *defensive* with Suja Doula, a door is left open for new and distant military expeditions, which may one day end in the ruin of the Company. At the same time all future trust or dependance on our treaties and public faith, once so sacred, is thereby utterly lost.



If we had still retained Banaras and Gazepoor, the Zemmindary of Bulwuntsing, either as a conquest, or by virtue of the Sunnud granted by the King, which gave it in perpetuity to the Company, this would have been a natural, contiguous, and strong barrier, yielding a revenue of twenty lacks. At present we have not, by giving up these provinces and Chinager fort, obviated or lessened the difficulties and inconveniences of such distant connections: on the contrary, we still keep an army at Illiabad, for the safeguard of the King, and to protect him from any evil designs of Suja Doula, whose dominions surround him, and whose resentment he has reason to expect,——We have at the same time put Suja Doula in possession of all the intermediate country and forts, betwixt Bengal and Illiabad, which in case he ever breaks with us, or attempts any thing against the King, must give him the greatest advantages.

But to resume the narrative of my own particular affairs. After the above exposition of facts it will require little argument to shew that no presents were ever received in India upon a more honourable footing, or that ought less to have shocked the public zeal of Lord Clive, or the Select Committee at Calcutta. Every article of a treaty most advantageous for the Company was carried into execution by the deputies without relaxation or abatement, and the Nabob thereby was put in such a situation, that without violence it was in the power of the Company at any time to make what further terms with him they thought proper. There was then at Calcutta betwixt twenty and thirty lacks in the Nabob's treasury, no debt due to the Company, no arrears due to the army, and whatever was due to private persons for losses, upon the point of being paid.

paid. Every article of the treaty has been since approved of by Lord Clive, and carried by him into further execution. The prime minister chosen by the Council has not only been approved by Lord Clive, but invested with still greater powers. In such a situation, what can be objected against these presents?

It is said, that the covenants had arrived before the death of Meer Jaffier; that these covenants ought to have been immediately signed, which would have effectually prevented the receiving the presents; and that therefore the gentlemen ought to be in no better case than if they had signed the covenants.

I answer, that the covenants do not absolutely prohibit the accepting of presents in all cases; but only require the consent of the Directors to such presents. The intention of which plainly was, to introduce a check which did not before exist; that the Directors of the Company, and still more the whole Proprietors, should have a power of enquiring into the motives for which such presents were given and received: and when these motives should appear to have been perfectly consistent with fair and honourable conduct with respect to the Company's affairs, it was not to be supposed, that the Directors or the Proprietors would obstruct their servants from accepting presents agreeable to the universal practice of the country, or seize upon such presents, and appropriate them to themselves, when they were truly given merely as presents, and by which the Company lost nothing, tho' individuals were benefited.

The presents in question can be fairly supported upon this footing, that they were such as the Directors and the Proprietors ought themselves to approve  
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and confirm, even if the gentlemen had actually signed the covenants before they received them.

It is true, the covenants had arrived before the death of Meer Jaffier, who was not at that time thought to be in any danger of dying. I was not at the council when they arrived, nor at any time after till I was called down to assist their deliberations upon the event of the Nabob's death. The covenants never were offered to me; and I certainly could not be bound by covenants which I not only did not sign, but never was even required to sign.

I have heard from the gentlemen of the council, that their reason for not signing the covenants was, That the regulation appeared to them so new and extraordinary, and seemed liable to so many objections, that they did propose to send home a remonstrance against it, setting forth their reasons for judging the regulation inexpedient and improper.

It is to be considered, that the allowance made by the Company to their servants abroad is so very inconsiderable, that it is hardly sufficient to pay even the rent of a house fit to live in, the allowance of a counsellor is not more than 250l. — of a factor 140l. — of a writer, as lately increased, 130l. But the rent of a very indifferent house in Calcutta is 200l. It is certain therefore that no person of character would be found to engage in the company's service upon the footing of that allowance, unless they had the prospect of acquiring a fortune by other means not inconsistent with the Company's interest. The allowing them a monopoly in the inland trade is liable to many objections, especially now that the country is in effect the territory of the Company; and therefore every monopoly, as prejudicial to the inhabitants, ought to be prevented. But the allowing presents to be received,  
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according to the custom of the country, does not appear exposed to the same objections. It had been sanctified by long custom, and all regulations which introduce great and violent changes are dangerous, and for the most part impolitic. It is probable that the effect of this regulation will be, that every man of honourable principles will withdraw himself from the service of the Company; that the Company's affairs in India will fall into the hands of persons of the worst characters, who will have no scruple to enrich themselves not only by dishonourable bribes in place of fair and avowed presents, but by every fraud and by every abuse.

The chief motives which induced the Company to propose these covenants was, a dislike of the manner in which Lord Clive obtained his Jaghire, when he had the sword in his own hand, and was acting as a military officer, and at a time too when he might and ought to have obtained a grant of that Jaghire to the Company; and secondly the dread the Proprietors seemed to feel, that the allowing presents might be a motive to the Company's servants to make revolutions in the government merely with a view to enrich themselves. But none of these reasons apply to the present case. Was not every measure taken by the Council upon the death of Meer Jaffier highly proper and expedient? Could the money arising from these presents have been justly demanded for the Company? Why then should it be thought improper that the servants of the Company, who had rejected offers of greater presents at that very time, should profit, without loss to the Company, by the bounty of an Indian prince, acting agreeably to his dignity, and to the established practice of his nation in all ages?



It has ever been the practice of the Council at Calcutta to remonstrate against new regulations, when they thought them inexpedient; and without such a power many mischiefs might happen: for it is often the case that regulations which seem very proper here, are found improper when the reasons against them, suggested by those upon the spot, have been heard and considered. Instances of this can easily be mentioned. When the Directors sent out orders to India for establishing a rotation of presidents of the board at Calcutta, the Council disapproved of the regulation: they desired Lord Clive to accept of being sole president, without a rotation: they represented to the Directors their reasons for disapproving and disobeying the orders; and upon these representations the measure was dropt. The case of the orders respecting the double Batta, the orders respecting the allowing the privilege of the Duffuc to free merchants, and the orders respecting the inland trade, are all examples of the same kind.

Besides, the Council had occasion to observe, that from the time that contests had arisen amongst the Proprietors at home, the orders from the Court of Directors had been so fluctuating, that it was often difficult for them to collect the sentiments which were to regulate their conduct abroad. They had been informed, that the covenants were rather the effect of party than the cool sentiments of the Body of Proprietors; and that it was probable parties would unite in abolishing covenants, that could only injure individuals, and do the Company no service.

The Council had, in obedience to an order from home, which arrived in spring 1764, regulated the inland trade in such a manner as to injure very materially the private fortunes of many individuals, and

they received advice by the same ships which brought the covenants, that at the very time they were employed in injuring themselves by obeying that order, the order itself was repealed, and full powers sent out to the Council to form a proper and equitable plan for regulating that trade, to be transmitted home for the approbation of the Directors; the Council had certainly equal reason to expect that the order concerning the covenants, which seemed to them so peculiarly improper and impolitic, might before that time be repealed, or that it would be repealed when the reasons against it were transmitted home.

These were the reasons, as I am informed, why the Council did not immediately obey the orders of the Directors in signing the covenants. The words of the letter from the Directors relating to these covenants, dated 1st June 1764, did not limit any particular time for signing them, and surely did not exclude every the most minute degree of delay.

It is to be observed too, that this regulation regarding the covenants, was not of that kind, upon the immediate execution of which the existence of the Company in any measure depended, or which, on that account, admitted of no delay. The purpose of the regulation was to guard against distant inconveniencies, and to establish a rule which was meant to subsist for ages. The precise period of commencing regulations of this kind is immaterial, and a moderate delay is of no bad consequence, nor is inconsistent with the general plan of the regulation. Accordingly it appears, that it was neither meant nor expected by the Directors, that the order should be obeyed with a critical exactness of weeks, days, or hours, which is proved by this, That a few copies only of the covenants were sent out by each ship,  
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and these ships failed at different times ; but in no one ship any thing like the number requisite for the members of the settlement were sent out ; and accordingly, notwithstanding the great zeal of Lord Clive, the covenants were not signed by a great part of the servants for some months after his arrival.

It is to be considered too, that those gentlemen who had engaged and continued in the Company's service, upon the faith that they were to enjoy the benefit of every fair and avowed practice of the country, by which they might acquire a fortune, and who had so lately been stripped of every thing, were intitled to some indulgence with respect to the commencement of such a regulation as this, and stand upon a very different footing from those who engage in the service, knowing that such a regulation is already established.

Suppose the regulation with regard to prizes taken by ships of war should be thought improper, and that it was resolved to alter it during a war, it is believed, that a very considerable indulgence would be given in fixing the period at which such a regulation should commence ; because otherways a species of injustice would be done to those who had engaged in the service upon the faith of the regulation as it formerly stood.

The arrival of Lord Clive, invested with despotic powers by means of the select committee, put an end to all possibility of remonstrating to the Directors against the regulation. He immediately required that all persons should sign the covenants, which he had himself signed before leaving England, for substantial reasons ; having secured his Jaghire, and the immense presents he had before received ; and, by his influence in the direction, being perfectly

secure that his future presents, so far as he should think proper to make them publick, would be approved of. The gentlemen of the Council saw no alternative, but that of being immediately dismissed the service if they did not sign. Every one, acquainted with the affairs of India, knows, that the sudden dismissal of any person from the service goes near to ruin his fortune, unless it be very considerable. All his money and merchandize, dispersed throughout the country, and left at the mercy of those whom fear only constrains to any degree of fairness in their transactions, insomuch that a person worth 50,000*l.* may not be able, upon such an event, to recover one half. In this situation it is not surprizing that every member of the Council did sign the covenants, especially as the covenants had no retrospect, and Lord Clive declared in Council that he understood them to have none.

The treatment I received soon after from Lord Clive and the select committee, obliged me to resign the service; so that I have been made to suffer every loss with respect to my property which I should have been exposed to had I refused to sign, and had been thereupon dismissed the service.

Whether this loss ought not to appear sufficient to satiate a resentment which seems to aim at nothing less than the destruction of those whose services have merited other treatment from the Company, I must leave to the candid to determine?

In point of law, I am advised, that these covenants afford no foundation for an action against me, on account of these presents, which I received before signing them. A covenant can only bind those who sign it; and no covenant can have a retrospect, unless it be so declared in the body of the deed, which is not the present case. But however clearly  
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I am safe in point of law, yet a law suit with a publick company, concerning so considerable a part of my property, is highly disagreeable, I may even say oppressive; and therefore, I hope, from the justice and candour of the proprietors, to be relieved from this situation.

The gentlemen of the select committee at Calcutta laid their objection against the presents, at first, entirely upon the footing of their being received after the covenants had arrived: but it would seem they had a diffidence of this argument, since they employed every possible means to discover some other objection against them. With this view, and that of fixing some imputation upon me and the former Council, the examinations were taken in the illegal and violent manner already set forth, in order, if possible, to make it appear, that these presents had been forcibly extorted from the Nabob. But taking that evidence as it stands, it amounts to no sort of proof of any force whatsoever used; and it is disproved by the most irresistible evidence, arising from the whole circumstances of the transaction. That it had been always the practice to give presents upon such occasions, must be admitted by every one. If so, the strongest presumption surely arises, that, in this case also, they were given freely, and without constraint. The Nabob never complained against the deputies, as having used any force, or threats, or compulsion. He complained against his minister, whom he wanted to have removed, in order that his favourite Nuncommar might be restored to him. His accusation against his minister was, That he had given away his treasure, without his consent, and without his knowledge. The minister disproved this charge by producing two several orders, under the Nabob's hand and seal, relating to these presents;

sents; the same hand and seal which appeared affixed to the treaty with the Company. And the minister at the same time narrated on oath the circumstances which attended the offering and accepting the presents, which clearly shewed that they were given in the same manner in which every present in that country has been given or received.

The presents were not paid till thirty days after they were ordered, and then the Nabob gave a second order for the payment; during all this time, though he was making frequent complaints to the Council against the deputies, yet not a word of complaint was made on account of the presents; and even at last, when Lord Clive arrived, and the Nabob expected that every article of the treaty made by the deputies would be overturned, and he restored to the same power as his father, he did not utter one complaint against the deputies, as if the presents had been extorted from him; but charged a fact against his new minister, as if he had given them without his consent, which was instantly disproved by two several writings under his own hand and seal.

The manner in which evidence of threats was afterwards endeavoured to be procured, and the contradictory and inconsistent nature of that evidence, will serve to satisfy every man, that this was no more than a vain and ill-judged attempt to throw a slur upon the former Council, and to establish a ground for overturning these presents, without any foundation in the real truth of the transaction.

If these examinations, contradictory as they are, were even to be believed, when they assert, that intimation had been first made by the deputies, that they hoped to be remembered by the Nabob in respect to presents, as had been the practice in former times,

times, what could be inferred from this? Did not Lord Clive avow, in his printed letter to the proprietors, that he wrote to Juggat Seat, in January 1759, informing him (at a time when nothing durst be refused) “ that the Nabob had made  
 “ him an Omrah without a Jaghire, which he understood did usually accompany it, and *to desire*  
 “ *be would apply to him on that occasion?*” Nor was this considered as any imputation upon his Lordship, notwithstanding the immense presents he had before received, which, by this request, do not seem to have satisfied his thirst after riches.

A report has prevailed, but I cannot give it credit, that orders have been sent out to India from the Court of Directors, by a packet, which sailed a few days ago, not only to dismiss from the service Messrs. Spencer, Playdell, Senior, Middleton, Leycester, Gray, and Gideon Johnstone, but also to attach and detain all their goods and effects, as well as mine, remaining in India, and to commence prosecutions against them for the presents, in the mayor’s court at Calcutta.

I must doubt of this report, so far as it concerns myself, because I waited upon a great number of the Directors, particularly the Chairman and Deputy Chairman, to acquaint them, that I understood Lord Clive and the committee had omitted to send home the reply which I gave in to the Council, relating to the proceedings against me: That this was a material paper for explaining the facts: That I had brought home a copy of it, which I was ready to lay before the board. After this I did imagine, that no step would be taken with respect to me, ’till the Directors had my defence before them; and I hoped, from the manner in which I was received by  
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some of these gentlemen, that this rule of justice would be observed.

I must also doubt the truth of this report, with respect to any orders for seizing my property before trial; because this power of the Company is founded on a clause of the original covenants, in use to be signed by all the Company's servants: By which it is provided, " That in case any servant of the Company shall *waste*, or make use of the Company's treasure, or become *indebted* to the Company, or shall in any-ways *make default* in performance of the covenants therein specified, then, that the servant shall not be entitled to any of the payments, advantages, and benefits intended him; but, contrarywise, for satisfaction of what shall be *due* from him to the Company, and for *reparation of damages* to the Company, it shall and may be lawful to persons authorized by thirteen Directors, or to the president or chief and council abroad, to seize or cause to be seized and detained the goods and chattels of the servant until satisfaction is made."

If this article should be thought binding in law and not an illegal condition, yet it cannot apply to me, who in every station have not *wasted* but *increased* the Company's treasure, and have saved their possessions oftener than once at the hazard of my life; who am not *indebted* to the Company, and who have transgressed no covenant which I had ever come under. But further, as I was dismissed the service in the year 1764, my covenants of every kind were at an end; and after I was admitted again into the service no new covenant was signed by me, or ever presented to me for signing, prior to the 9th of May 1765: and therefore the above article (which I cannot help thinking illegal and violent) will not  
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be binding upon me. And if the Directors were to send out orders for seizing my property, especially after I had resigned their service with the consent of the Council, and had their leave to come home, I have reason to believe that an action of damages would lie against those who gave the orders, and those who executed them ; which they would be obliged to make good to me, out of their private fortunes, and not out of the Company's funds.

I have also another reason for doubting of this report, so far as it concerns my youngest brother Gideon Johnstone ; because at the time he received the present made to him by the Nabob, he was not, properly speaking, in the Company's service. He went out to India as a free merchant ; and though it be true, that he was appointed a writer in the Company's service in 1764, yet the advice of that appointment did not reach India till the month of August 1765, which was four months after the present was received ; and therefore it is impossible to believe that the Directors, consistently with their regard to justice, could think of giving orders to dismiss him and seize his effects, for an act which is undoubtedly lawful in a free merchant, and only punishable in the servants of the Company in consequence of special covenants.

Besides, it is not to be imagined that the Court of Directors, acting according to the natural dictates of fair dealing, would be guilty of so oppressive an act, as to order the whole property of so many gentlemen to be attached, if they could even legally do it ; because such proceeding would have the appearance of the most rigorous oppression. These gentlemen are ready to answer to every claim which the Company can have against them. And therefore such a proceeding would give to all mankind

an impression, that the Directors were influenced in this case by motives, of which I hope they are utterly incapable, and would prove that the ruin of these gentlemen, to whose services the Company has been much indebted, was a measure resolved upon without regard to justice or gratitude. The dismissing them the service is of itself a punishment which goes to the vitals, and if added to this their property is to be locked up and sequestered in India, without any previous trial, and they at the same time attacked by law-suits in the name of a powerful Company, the minds of men would surely revolt against such unprecedented severity.

Let it be considered who is the person that appears to push this enquiry, with a zeal so very active and unrelenting. It is that man whose whole fortune, a fortune that is immense, arose from the presents which he received upon another occasion from an Indian prince, the father of the present Nabob, who is now happily under the protection of his Lordship's gratitude; who received that present at a time when the Nabob's treasury was almost empty, when he was unable to pay the sums stipulated to the Company for their losses, and the sums due for losses to private individuals, which were put off to a distant and uncertain day, and when he was even unable to pay the presents themselves, for some of which assignments or tuncaws were given upon the revenues. It is he too, who took a grant of a Jaghire for 30,000 l. sterling yearly to himself, when by every rule of duty he ought and might have obtained it for the Company.

What is the purpose I would ask of all this rigour? Is it to prevent the acceptance of presents in time to come? Can this be alledged, when the covenants have now been signed by every servant of  
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the Company ; by which all future presents are effectually prevented ? The view of any future publick advantage cannot therefore be the object of such proceedings ; from what motives they spring, must be left to every honest man to decide.

But one general observation I will venture to make, that no instance has occurred amongst the people of this island, where acts of violence and oppression have been wantonly exercised, by any set of men, high or low, that it has not at last recoiled and fallen upon their own heads.

I have one thing more to add, the noble Lord whose name I have been obliged so often to mention in the course of this long paper, was pleased to take notice in his printed letter to the Proprietors, that his “ enemies had made use of anonymous letters “ in the publick papers to convey dishonourable reflections against him, which not one among them “ would have dared to have set their names to.” If I have been obliged to convey to the proprietors facts, in which I am personally interested, that may not perhaps seem of a piece with some accounts of his Lordship’s former transactions, I hope I shall at least escape the imputation, of hesitating to put my name to them. I only regret that I have been obliged, in my own vindication, to give an account of these matters before his Lordship’s return : but as that event is not I believe at a great distance, I am willing that every Proprietor do suspend his opinion till that period arrives.

I am, GENTLEMEN,

Your obedient

and most humble Servant,

JOHN JOHNSTONE.

TO THE HONORABLE

MEMBERS OF THE HOUSE OF REPRESENTATIVES

OF THE STATE OF NEW YORK

IN SENATE, January 10, 1881.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1880.

ALBANY:

JOHN B. LEECH, PRINTERS.

1881.

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# A P P E N D I X.

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*Letter from the Court of Directors, dated 1st June  
1764.*

Paragraph 2. **I**N former letters we have given our sentiments upon the frequent revolutions in the government of Bengal, and we still are of the same opinion, that they must be productive of the greatest mischief and prejudice to the Company's affairs, and therefore are at all times to be avoided. This last therefore, by the reinstatement of Jaffier Ali Cawn in the Subahship, will require your utmost care and attention to make it permanent, and prevent any future disturbances in the country; in order to which we repeat what we have directed in our letter of the 9th May, That Jaffier Ali Cawn is to be effectually supported in his government, consistently with the treaties between the Company and the said Subah, and the interest of the Company, of which you will be the best judges. It is proper to observe in this place, *that we are well satisfied with our present possessions, and are by no means desirous of adding to them*; their security therefore, the preserving the country in a state of tranquillity, and the promotion of our commercial interests, are the objects which must be constantly in your view; and it is our positive order, that no military enterprizes or expeditions be undertaken or carried into execution, unless the Company's interest really and immediately requires them.

*Letter*

*Letter from the Court of Directors, dated 1st June,  
1766.*

— Paragraph 67. The General Court of Proprietors having, on account of the critical situation of the Company's affairs in Bengal, requested Lord Clive to take upon him the station of President, and the command of the Company's military forces there, his Lordship has been appointed President and Governor accordingly, as mentioned in the preceding part of this letter. The intention of the General Court in desiring Lord Clive to go to Bengal was, that by his Lordship's character and influence, peace and tranquillity might be easier restored and established in that Subahship; in order therefore to answer these purposes in a manner that we apprehend may prove effectual, we have thought proper to appoint a committee on this occasion, consisting of his Lordship, Mr. William Brightwell Sumner, Brigadier-General Carnac; also Mr. Harry Verelst, and Francis Sykes; to whom we do hereby give full powers to pursue whatever means they shall judge most proper to attain those desirable ends: but however, in all cases where it can be done conveniently, the council at large is to be consulted by the said committee, tho' the power of determining is to be in that committee alone. We further direct, that as soon as peace and tranquillity are restored and established in the Subahship of Bengal, then the said extraordinary powers are immediately to cease, and the said committee to be dissolved.

68. As we would have the said committee, so long as it is necessary to exist as before-mentioned,  
to

to consist of five members; in case therefore of a vacancy or vacancies by death, or absence from Fort William, they are to be filled up by the said committee out of such of the civil members of the council, as they shall think proper from time to time.

69. We also inform you and direct, that the said committee is to be the committee for defending the settlement, in case of being attacked by an enemy, agreeable to the directions and rules laid down in our letter of the 12th of May 1758; to which is to be added Sir Robert Barker, the Colonel and Commandant of the corps of artillery.

*Note sent to Mr. Johnstone during the seige at Midnapoor.*

Sent one of the assistants of the hospital with a box of the most necessary medicines for the relief of the wounded—You have of the warmest wishes of all here for your deliverance out of trouble, and I hope I shall soon receive that agreeable advice—Such of your sick and wounded as are able to move you had best send to Calcutta.

I am, Sir,

Your most obedient servant,

Fort William,  
4th Feb. 1761.

Henry Vansittart.

*Copy of the Letter from the Board to J. J. dated  
February 13, 1761.*

*To Mr. John Johnstone.*

*Sir,*

The President has laid before us several letters from you during the time you were besieged, and are dated the 8th instant, giving us the agreeable advice of your having surmounted the difficulties you had to contend with, in having obliged the enemy to retire.

It is with the greatest pleasure, Sir, we give you this public assurance, that your behaviour in every respect has been entirely agreeable to us, and we doubt not, when the Company are acquainted with the particulars and signal instances you have given of gallantry and good conduct, but they will embrace the first opportunity of doing justice to your merits.

We purpose to send Captain Knox with a small addition of Europeans and seapoys to command the whole under you; and we hope you will then be able to reduce all the Zimmindars to their proper state of dependence.

We are with much esteem, Sir,

Your most obedient servants,

Fort William,  
13th Feb. 1761.

Henry Vansittart,  
P. Amyatt,  
W. Ellis,  
W. B. Sumner.

*Extract*



*Extract of a general letter to England dated 1761.*

Mr. Johnstone has shewn the same assiduity in his department for Midnapoor, and we must do him the justice to remark, that he has had of all the most difficult task. That province being made up of the districts of a great number of separate Zimindars, every one endeavouring to conceal the true value of his possessions; however, Mr. Johnstone got into his hands some of the former years accounts, and having from them procured an insight into the several articles of the revenue of each Zimindary, the amount paid to the Nabob, with such increase as at present seems reasonable, appears to be sicca rupees 665,854 : 9 : 10; but here also we may hope for improvement. Chittigong computed for the present year 443,918 : 15 rupees.

*Extract of the General Letter to England, dated 30th Oct. 1762. Per Ship Admiral Watson.*

51. In the paragraph of our general address of last season by the Hawke, your Honours are acquainted that Mr. Sumner had settled the Burdwan payment with the Rajah for the Bengal year 1168, that is, from the 10th of April 1761, to the 10th of April 1762, at thirty-two and a half lacks of sicca rupees, besides the balance of the year 1167, being about five lacks; and that Mr. Graham was left to attend to the collection after Mr. Sumner's return to Calcutta. We have now the pleasure to acquaint you, that the collections were continued

M

with

with so much success, that at the end of the year the outstanding balances were only as follows :

Of the year 1167	-	-	261,857 : 13 : 6
Of the year 1168	-	-	105,291 : 10 :

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Total sic<sup>a</sup> rup<sup>a</sup> 367,149 : 7 : 6

52. At the beginning of the present year 1169 we thought necessary to send a member of the board to make a new agreement with the Rajah ; and Mr. Johnstone being appointed for that purpose, proceeded accordingly to Burdwan. By the accounts he procured of the state of the country, and its total produce, he brought the Rajah to an agreement for the present year 1169, to pay thirty-four lacks of sicca rupees, besides the balances before-mentioned. To this time the collections are made to our satisfaction ; and if nothing happens to interrupt the tranquillity the country now enjoys, we hope yet a farther increase may be made in this valuable article of the revenues.

N. B. Mr. Sumner's agreement was in fact but for 32 lacks, and the balance of 105,291 : 10 arose upon that sum, not  $32 \frac{1}{2}$  lacks.

*Letter to John Johnstone, Esq; Resident at Burdwan, from the Board at Calcutta, dated 29 Dec. 1763.*

Taking into consideration the multiplicity and great consequence of the Burdwan business, and the particular attention which will be requisite to be paid to the lands already held cas, and others that are likely to come so, we have resolved to station  
more

more of the Company's servants at Burdwan, which we do the rather, as our honourable masters have themselves recommended it, and as we think it absolutely necessary that a succession of the younger servants should be made acquainted with so valuable a branch of the Company's estate.

Your diligence and attention in the management of this important charge has always merited our entire satisfaction. But the business is now grown into so many different branches, that we think the execution is far too much for any one person. We have therefore, agreeable to the resolution above-mentioned, appointed Mr. James Lawrell second, and Mr. Henry Goodwin third, of Council at your place, and we shall also send you a writer as assistant.

*Extract of the general letter to England, dated 20th of February, 1764.*

*Per ship Boscawen.*

14. Agreeably to what we mentioned in the 48th paragraph of our letter of the 19th of December, finding that the revenues of the Burdwan province, from being increased into a number of branches, became too extensive for the management of any one person, we have stationed two more gentlemen there as council, and given them besides a writer as assistant. We have recommended to them, upon this footing, to part off the business in branches under their different inspection; and we doubt not, if such a plan is carefully pursued, that much benefit may accrue to the Company in detecting the frauds of the black servants, and preventing the oppression of the riots, or tenants.

15. We must again commend the diligence of Mr. Johnstone, which has always been exerted with the most unwearied application, and this good effect that he compleated the payment of the Company's share of the rents, altho' considering the large balances due from the farmers, we have still reason to believe that some of the lands at last sale were increased beyond their real value and produce. At the end of the present Bengal year, we shall have an exact account of what the baalnces are, and endeavour then to settle the rents on a reasonable footing.

*To John Johnstone, Esq; Chief, &c. Council at Burdwan.*

*Gentlemen,*

We have received Mr. Johnstone's letters of the 5th and 6th instant, accompanying the money and bills of the first kist of poos, with an account of the payments of the Malguzarry of the present year.

By this account we observe the collections are exceeding well kept up, which gives us fresh occasion to commend Mr. Johnstone's diligence in the management of the business.

*January 1764.*

N<sup>o</sup> 8.

*Friday, June 1, 1764. London.*

*To the Honourable the Court of Directors for the Company of Merchants trading to the East Indies.*

*Gentlemen,*

“ **B** EING informed, that a motion has been made and carried in your Court of Directors, “ That  
 “ in order to restore peace and tranquillity in Bengal, full powers be given to Lord Clive, Mr.  
 “ Sumner,



“ Sumner, Brigadier General Carnac, Mr. Varelst, and Mr. Sykes, to pursue whatever means they judge most proper to attain the same:” and judging that such a resolution is destructive of the constitution of the East India Company, injurious to the proprietors, illegal in its nature, and calculated, contrary to the most solemn declarations, to annihilate the civil jurisdiction of that Presidency, as well as to defeat the purposes of the indenture, prescribed by the General Court, respecting the military; we, as proprietors, humbly desire to be permitted to offer our reasons to your honourable Board, in support of our opinion, before so extraordinary a measure receives your final confirmation.

“ We have chosen this mode of application, as appearing to us most respectful to your Court of Directors, and as being the least liable to any imputation of party or faction; or that we mean in the slightest degree to retard the dispatch that our affairs require; intending rather to trust to the calm voice of reason, and the dispassionate reflection of honourable men, than to run any risque of that confusion which the calling of a general Court at this period might possibly occasion. But as this permission of being heard against any measure, whereby parties interested conceived themselves aggrieved, is the constant indulgence of the highest assemblies of this kingdom, and likewise the general practice of the superior Boards, as founded in natural justice, we humbly expect so reasonable a request will not be denied us.

We have the honour to be, &c.

Signed,

George Johnstone,  
and  
George Dempster.

The

The two proprietors who signed the above letter, after waiting some time at the India House, were given to understand by the secretary, that their demand to be heard against the extravagant powers given to Lord Clive and his committee, could not be complied with, for no better reason, than that the Directors had no precedent for granting such indulgence to proprietors.

These gentlemen finding themselves thus precluded from stating their objections, *viva voce*, to a measure, which appeared to them ruinous to the affairs of the Company, sent in to the Directors, by Mr. James their secretary, the following memorial, containing the substance of what they intended to have said.

*To the Honourable the Court of Directors for the united Company of Merchants trading to the East Indies.*

*The Memorial of George Johnstone and George Dempster, Proprietors of East India Stock.*

*Sheweth,*

“ That your memorialists are informed, That at the last Court of Directors a resolution was agreed to by a very small majority, in the following words :

“ That in order to restore peace and tranquillity in Bengal, full powers be given to Lord Clive, Mr. Sumner, Brigadier General Carnac, Mr. Varelst, and Mr. Sykes, to pursue whatever means they judge most proper to attain the same.”

“ That it appears to your memorialists, That the said resolution is destructive of the constitution of the

the East India Company; which, in every circumstance, has endeavoured to provide, by the number of persons directed to be entrusted with the management of its affairs, that no undue influence should be exercised at any of its Boards. Upon this principle the charter has extended the Directors to the number of twenty-four, to be chosen annually, and subject to rotation; upon the same principle twelve counsellors have been appointed to each presidency.

“ That as Lord Clive declared in the most solemn manner in the General Court of Proprietors, “ That the Company had nothing to fear from the “ ascendancy of their military servants, since only “ one officer was to have a seat in Council:” That as his Lordship’s friends in the direction did on all occasions, before the last election, express, in terms equally strong and satisfactory to every well-wisher to the Company, their sense of the danger and inexpediency of instituting secret committees either at home or abroad: that as General Carnac and Mr. Varelst, in their letters to the Board of Directors, condemn such committees, and ascribed to them all the mischiefs which have of late befallen our settlements in Bengal: that as the extraordinary powers intrusted with Mr. Vansittart, one of our civil officers, at a time when the Council was full of distraction, and our affairs in the most critical situation, was one great ground of the opposition to the late Court of Directors; your memorialists cannot, after all these circumstances, hear, without astonishment, of a committee being appointed, with more ample, dangerous, and discretionary powers than any ever known heretofore in your service:

“ That former secret committees, so much complained of by Lord Clive, Mr. Rouse, Mr. Dudley,  
Mr.

Mr. Savage, and many other of the directors, were limited to matters requiring secrecy, and relating chiefly to negotiations with the country powers, but still subject to the review of the Council; whereas the present committee are subject to no check or controul; and, by transacting the whole business of the Company, will reduce the other members of the Council to mere cyphers:

“ That the reason given for sending Mr. Spencer back to Bombay was, to produce unanimity in the settlement of Bengal; by preventing those heart-burnings which an unjust supercession naturally excites: That this was but a single instance; but the appointing a General over Major *Adams*, to whose gallantry and abilities the Company owes its preservation; the appointing Mr. Varelst and Mr. Sykes over their seniors, and a committee of five over the whole Council, is a string of most cruel and unheard-of supercessions, which will add civil dissention to the calamities of foreign war:

“ That by investing those five gentlemen with such ample powers, your once flourishing and commercial settlement of Bengal will become purely military; for without supposing any of the three civil members of the committee, who owe their appointment merely to Lord Clive’s recommendation, to be under his Lordship’s influence, yet should Mr. Varelst remain at Chitigong, which no doubt he would wish; or Mr. Sykes obtain a chiefship, at which no doubt he aspires; or should any of the three gentlemen die; in that case Lord Clive will have a casting vote, and General Carnac and he an absolute majority in the committee:

“ That one of the reasons given by Lord Clive, why he could not act in the service of the Company, was, the undue influence which he alledged Mr. Sullivan



livan had assumed. His Lordship's words were, as usual, strong. All men, he said, were equal to him, provided Mr. Sullivan had not the lead. His Lordship likewise added a saying, the justness of which we have lived to be convinced of: "Words are one thing, actions another." Now that Mr. Sullivan's influence does not exist, first his Lordship declares he will not go to India, unless vested with the same powers he had condemned in Mr. Vansittart; secondly, his Lordship's friends devise an expedient of a committee equally arbitrary and dangerous:

"That the appointing of this committee is illegal and invalid; as the commission of the government under the great seal of the Company directs, That the whole government shall be conducted by a majority of the Council: and your memorialists are informed, by persons learned in the law, that no act of the Directors can invalidate that authority, without passing under the seal of the Company, and revoking the former commission:

"That the charter of justice in Bengal seems to be struck at by those new regulations: "Giving full powers to pursue every means, &c."

"That those regulations are injurious to the rights and interests of the proprietors, by entrusting their concerns with five, or more properly with one, when twelve counsellors are appointed by the constitution of the Company:

"That the very intention of fixing a certain number to compose the council, is to avoid the combination which may be expected from a few. But where these few are evidently the choice of a governor, whose wealth and ambition render him a proper object of jealousy; where the majority are already under his influence; where the insult offered

the rest must produce great discontent ; where no one good purpose can be alledged ; where a thousand evils may be foreseen ; and where the military are to approve their own rewards, contrary to the intention of the general court of proprietors ; it is humbly hoped the court of directors will not, merely to gratify a single man, create so great an innovation in the affairs of the company, but will permit the power to rest in the governor and council, where experience has shewn it is least liable to be abused, and where the constitution of this company has regularly placed it.

GEORGE JOHNSTONE.

GEORGE DEMPSTER.

F I N I S.



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